

Univar Solutions USA Inc.

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

T 253-872-5000

F 253-872-5041

www.univarsolutions.com



March 27, 2023

City of Margate
Purchasing Division Office
5790 Margate Boulevard
Margate, FL 33063

RE: Invitation to Bid – Furnish and Deliver Sodium Hydroxide 50% - 2023-006

To Wendell Wheeler:

Univar Solutions USA Inc. is pleased to offer a price quote on your ITB due Thursday, March 30, 2023 and has done so on the attached required paperwork.

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

If any bid tabulations/ results are sent out – please use this information for us, and whichever method you prefer. We have also included a self-addressed stamped envelope if you prefer to mail a copy.

Thank you,

Stacy Ziegler

Municipal Specialists
Univar Solutions USA Inc.

muniteam-west@univarsolutions.com

www.univarsolutions.com

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

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

Univar Solutions USA, Inc.
6049 Old 41A Hwy
Tampa, FL 33619



GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday – Friday 8:00 am – 5:00 pm

In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

After-hours emergency phone – 24- hour response:

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

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

Office Phone: 813-677-8416

Office Fax: 813-672-4676

Customer Service/Order Desk

custsolsatlantic@univarsolutions.com

Branch Operations Manager

Damon Blue – damon.blue@univarsolutions.com

Freddie Franks – Freddie.franks@univarsolutions.com

Office Phone: 813-677-0497

For anything pertaining to bids:

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

Univar Solutions USA, Inc.

Attn: Muni Team

8201 South 212th Street

Kent, WA 98032

Contacts: muniteam-west@univarsolutions.com

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

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

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

Remittance Address:

Univar Solutions USA, Inc.
62190 Collections Center Drive
Chicago, IL 60693-0621

Standard Payment Terms:

Net 30 Days

CERTIFICATE OF ASSISTANT SECRETARY

I, Julie Halperin, hereby certify that:

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

Shawnasey McCarthy- Municipal Commercial Manager

Victoria Meakim - Municipal Specialist

Roise Holiday- Municipal Specialist

Jennifer Perras - Municipal Specialist

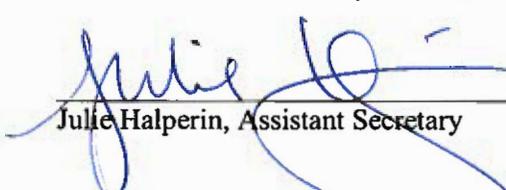
Shelley Stevens - Municipal Specialist

Stacy Ziegler- Municipal Specialist

Raven Claudio - Municipal Specialist

Ileana Caballero – Municipal Specialist

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


Julie Halperin, Assistant Secretary

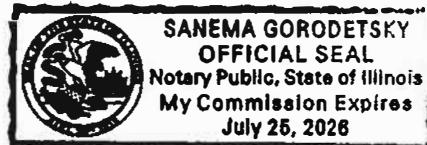
State of Illinois)

)

County of DuPage)

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

Seal




Sanema Gorodetsky
Notary Public
My commission expires July 25, 2026



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 Solutions 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 process 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.*



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGEs **CERTIFICATE NUMBER:** 570093377465 **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 WVD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			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	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED 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	X UMBRELLA LIAB EXCESS LIAB	X OCCUR CLAIMS-MADE		XCEG27380566009 SIR applies per policy terms & conditions	06/01/2022	06/01/2023	EACH OCCURRENCE	\$4,000,000	
							AGGREGATE	\$4,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC70303085 AOS WLRC70303048 MA	06/01/2022	06/01/2023	X PER STATUTE	OTH-ER	
A			N / 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	

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

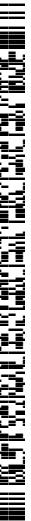
CERTIFICATE HOLDER

CANCELLATION

Univar Solutions, USA, Inc. 3075 Highland Parkway Suite 200 Downers Grove IL 60515 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.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No : 570093377465





ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Univar Solutions USA Inc.	
POLICY NUMBER See Certificate Number: 570093377465			
CARRIER See Certificate Number: 570093377465	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		

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		



ADDENDUM NO. 1

BID NO. 2023-006 FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT

March 23, 2023

TO ALL BIDDERS:

Please incorporate the following information/clarifications, changes, additions, and/or deletions into the bid packet for the above referenced project:

QUESTIONS AND CLARIFICATIONS:

1. Would Margate be willing to review anything less than a three-year firm price?

The City of Margate bids for a one (1) year Agreement and the Agreement shall have the option to renew for four (4) additional one (1) year extensions.

REMOVE: PAGE 20

REPLACE: PAGE 20a

REMOVE: PAGE 23

REPLACE: PAGE 23a

This addendum consists of four (4) pages.

There are no other changes at this time.

Wylene Sprouse NIGP-CPP, CPPB

Wylene Sprouse NIGP-CPP, CPPB
Purchasing Supervisor
3/23/2023

Please sign and return the acknowledgment page of this addendum by email or by fax. The original acknowledgement page is to be included with your qualifications submission.

ACKNOWLEDGEMENT FORM

ADDENDUM NO. 1

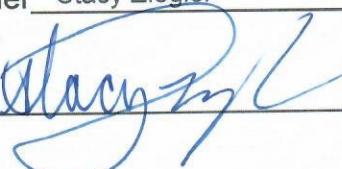
BID NO. 2023-006 FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT

I acknowledge receipt of Addendum No. 1 for BID No. 2023-006, Furnish and Deliver Sodium Hydroxide 50% by Weight. This addendum contains four (4) pages. Please include the original of this form in your qualifications submission.

Company Name: Univar Solutions USA, Inc.

Address: 8201 S. 212th St., Kent, WA 98032

Name of Signer Stacy Ziegler
(please print)

Signature: 

Date: 3/27/2023

Telephone: (253) 872-5023

Facsimile: (253) 872-5041

Please fax your completed form to (954) 935-5258 or e-mail to purchase@margatefl.com.

Wylene Sprouse NIGP-CPP, CPPB

Wylene Sprouse NIGP-CPP, CPPB

Purchasing Supervisor

03/23/2023

NOTE: The original of this form must be included with your BID submission.

73. AGREEMENT RENEWAL: The City of Margate hereby bids for a **one (1) year** Agreement for services or supplies (unless otherwise indicated in the bid specifications), and the Agreement shall have the option to renew for **four (4) additional one (1) year** extensions, providing both parties agree, providing all terms and conditions and specifications remain the same, providing for availability of funding.

74. SPECIAL CONDITIONS: Any and all Special Conditions that may vary from the General Conditions shall have precedence.

75. WORKING HOURS AND INSPECTIONS: The City of Margate's working hours are Monday through Friday 8 A.M. – 6 P.M. Contractor must plan for and schedule inspections within the City's working hours. Contractor can perform Work Monday – Saturday from Dawn to Dusk. Work on Sunday is not permitted unless a special request is made to the City 48 hours in advance. All requests must be approved by the City Manager.

76. NO WAIVER: No waiver of any provision, covenant, or condition within this agreement or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.

77. WAIVER: No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

78. ENTIRE AGREEMENT: This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, including all Agreement Documents, and there are no other promises; representations, or warranties affecting it.

79. REGULATIONS: All applicable laws and regulations of the Federal Government, State of Florida, Broward County, and Ordinances of the City of Margate will apply to any resulting award of Agreement.

80. PUBLIC RECORDS: The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- a. Keep and maintain public records required by the City of Margate to perform the service.
- b. Upon request from the City of Margate's custodian of public records, provide the City of Margate with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City of Margate.
- d. Upon completion of the Agreement, transfer, at no cost, to the City of Margate all public records in possession of the Contractor or keep and maintain public records required by the City of Margate to perform the service. If the Contractor transfers all public records to the City of Margate upon completion of the Agreement, the Contractor shall

SPECIAL CONDITIONS

BID NO.2023-006 FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT

The City of Margate will accept sealed proposals to provide all materials, labor, supplies, equipment, and transportation to FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT, less than truckload and truckload deliveries, for the Department of Environmental and Engineering Services, located at 6630 NW 9 Street, Margate, FL 33063 and the participating members of the Cooperative.

The City of Margate hereby bids for a **one (1) year** contract for services or supplies (unless otherwise indicated in the bid specifications), and the Agreement shall have the option to renew for **four (4) additional** one (1) year extensions, providing both parties agree, providing all terms, conditions and specifications remain the same, providing for availability of funding.

The City will issue a notification of intent to renew 90 days prior to the expiration of the initial Agreement. Contractor shall respond within fourteen (14) calendar days from date of notice.

Deliveries shall be made Monday through Friday, between the hours of 7:00 AM and 4:00 PM within seven (7) days of order placement. Materials are to be delivered to 6630 NW 9th Street, Margate, FL 33063. The City of Margate has an above ground tank for the storage of this commodity. Deliveries will be pumped into a tank equipped with a 2" polypropylene Cam lock fitting. The City uses approximately 14,000 gallons annually of Sodium Hydroxide. Tank size is 6,000 gallons. The average ordering amount is 3,500 gallons. There are no other special instructions.

Less than truckload deliveries are amounts less than 3,500 gallons. Truckload deliveries are for amounts 3,500 gallons and greater.

The Sodium Hydroxide must be certified to ANSI/NSF Standard 60 for use in drinking water.

The co-op members will advise as to their particular requirements (see pages 25-31).

The delivery time for Sodium Hydroxide is to be seven (7) calendar days from order placement by City.

A blanket purchase order will be issued to the contractor with orders being called in on an "as needed basis". Invoicing shall be upon each shipment based on unit price awarded. The invoice shall indicate purchase order number, unit price, extensions, total billed, and any allowable cash discounts.

All prices bid shall be FOB Delivered to a specific City of Margate or participating cooperative agency address.

Bids will be considered only from manufacturers or their authorized distributors. The authorized distributor must regularly maintain a substantial stock of materials bid upon and must be actively engaged in the sale of the bid commodity. Such stock and facilities may be examined by a representative of the City at any time either before an award is made or during the term of the Agreement.



CITY OF MARGATE

FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT BID 2023-006

BID BOND REQUIRED: N/A

BID OPENING DATE: THURSDAY, MARCH 30, 2023

BID OPENING TIME: 11:00 AM

**ALL PROPOSALS MUST BE RECEIVED BY THE PURCHASING DIVISION
PRIOR TO THE DATE AND TIME SPECIFIED ABOVE**

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1.1 BASIC DEFINITIONS

Whenever used in these Bid Specifications or in an ensuing agreement, the following terms have the meanings indicated which are applicable to both singular and plural:

1.1.1 AGREEMENT – The written agreement between the City and Contractor covering the Work to be performed including other documents that are attached to the Agreement or made a part thereof.

1.1.2 CHANGE ORDER – A document which is signed by Contractor and City and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Contract Price or the Contract Time, issued on or after the effective date of the Agreement.

1.1.3 CITY – The City Commission of the City of Margate, Florida with whom the Contractor has entered into an Agreement and for whom the Work is to be provided.

1.1.4 CONTRACTOR - A person or company that undertakes a contract to provide materials or labor to perform a service or do a job.

1.1.5 BID DOCUMENTS – The bid documents consist of the General and Special Conditions, Technical (Drawings, Plans and Specifications), Non-Collusion Affidavit, Scrutinized Companies Certification, Contract, Notice of Award, Certificate of Insurance, Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, Change Orders and Work Directive Changes issued on or after the effective date of the Contract.

1.1.6 DEFECTIVE – An adjective which when modifying the Work refers to the Work that is unsatisfactory, faulty or deficient, or does not conform to the Bid Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Bid Documents, or has been damaged prior to final payment.

1.1.7 DRAWINGS – The drawings which show the character and scope of the Work to be performed and which are referred to in the Bid Documents.

1.1.8 EFFECTIVE DATE OF THE AGREEMENT – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver or upon receipt of a signed purchase order by the Contractor.

1.1.9 ARCHITECT – N.A.

1.1.10 FIELD ORDER – A written order issued by the City or City's Representative which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.

1.1.11 NOTICE TO PROCEED – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run, and on which the Contractor shall start to perform the Contractor's obligations under the Bid Documents.

1.1.12 PROJECT – The total construction for which the Contractor is responsible under this Agreement, including all labor, materials, equipment and transportation used or incorporated in such construction or for the completion of the project and delivery.

1.1.13 SPECIFICATIONS – Those portions of the Bid Documents consisting of written descriptions of materials, equipment, construction systems, standards, and Workmanship as applied to the Work and certain administrative details applicable thereto.

1.1.14 SUBCONTRACTOR – An individual, firm, or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the Work.

1.1.15 SUPPLIER – A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.1.16 WORK – Work is a result of performing services, specifically, including but not limited to construction, labor furnished, soil borings, equipment and materials used or incorporated in the construction of the entire project as required by the Bid Documents.

1.1.17 WORK CHANGE DIRECTIVE – A written directive to Contractor issued on or after the effective date of the Agreement and signed by City ordering an addition, deletion, or revision in the Work. A Work Change Directive shall not change the Contract Price or Time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Time.

1.1.18 WRITTEN AMENDMENT – A written amendment of the Bid Documents, signed by City or Contractor on or after the Effective Date of the Agreement and normally dealing with the non-architectural, or non-technical aspects rather than strictly Work related aspects of the Bid Documents.

NOTICE INVITING BIDS

SUBMITTING PROPOSALS: Sealed bids will be accepted in the Purchasing Division Office, 5790 Margate Boulevard, Margate, FL 33063 until 11:00 A.M., Thursday March 30, 2023 for a completed project to **Furnish and Deliver Sodium Hydroxide 50% by Weight**.

All bids received will be publicly opened at the close of bidding in the Commission Chambers of City Hall. Bid prices will not be read aloud, only the names of the Bidders will be disclosed. All bidders or their representatives are invited to be present.

It will be the sole responsibility of the bidders to deliver its proposal to the Purchasing Division on or before the date and time specified. Bids received after the specified date and time will not be considered, and will be returned unopened to the bidder.

NO FAXED OR ELECTRONICALLY TRANSMITTED BIDS WILL BE ACCEPTED. One original copy and one electronic version (on a USB drive) shall be submitted in a sealed envelope and plainly marked on the outside of the envelope; the bidder's name and address followed by "**SEALED BID FOR Bid No.2023-006, FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT**" address where bid is to be delivered or mailed to, and the date and time of the bid opening.

Bids must be submitted on the Bid Proposal Form(s) provided herein. Failure to do so will be cause for bid to be rejected. Proposals having an erasure or correction must be initialed by the bidder in ink. Bids shall be signed in ink; all quotations shall be typewritten and filled in with pen and ink.

COMPLETION OF WORK: See Special Conditions.

The Bidder shall guarantee the total bid price for a period of 90 days from the date of bid opening.

PROJECT ADMINISTRATION: All technical questions relative to the Work shall be directed to

Mr. Wendell Wheeler
Plant Manager
6630NW 9th Street
Margate, FL 33063
(954) 972-0828

The City of Margate reserves the right to waive informalities and/or irregularities in any bid and further reserves the right to reject any and all bids and to take any other action that may be deemed necessary in its best interest.

Wylene Sprouse, NIGP-CPP, CPPB
Purchasing Supervisor

GENERAL CONDITIONS

INSTRUCTIONS TO BIDDERS

- 1. DEFINED TERMS:** Terms used in these Instructions to Bidders and the Notice Inviting Bids which are defined in the General Conditions, have the meaning assigned to them in the General Conditions. The term "bidder" means one who submits a bid directly to City, as distinguished from a sub-bidder, who submits a bid to a bidder.
- 2. COMPETENCY OF BIDDER:** In selecting the bid which best meets the interests of the City, consideration will be given not only to the financial standing, but also to the general competency of the bidder for the performance of the Work covered by the bid. To this end, each bid shall be supported by a statement of the bidder's experience as of recent date on the form entitled "**Reference Sheet**" herein. A "NO BID" for the Work will be accepted from a contractor who does not hold a valid contractor's license in the State and County where the Work is to be performed (if required by State or County) applicable to the type of Work bid upon at the time of opening bids.
- 3. DISQUALIFICATION OF BIDDER:** More than one bid from an individual firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that any bidder is interested in more than one bid for the Work contemplated, all bids in which such bidder is interested will be rejected. If the City has reason to believe that collusion exists among the bidders, all bids will be rejected.
- 4. BIDDER'S EXAMINATION OF BID DOCUMENTS AND SITE:**
 - 4.1** It is the responsibility of each bidder before submitting a bid, to:
 - (a) Examine the Bid Documents thoroughly,
 - (b) Visit the site to become familiar with local conditions that may affect cost, progress, or performance of Work,
 - (c) Consider federal, state, and local laws and regulations that may affect cost, progress, or performance of Work,
 - (d) Study and carefully correlate the bidder's observations with the Bid Documents, and,
 - (e) Notify the City or the City's Representative of all conflicts, errors, or discrepancies in the Bid Documents.
 - 4.2** The submission of a Bid will constitute an incontrovertible representation by the bidder that the bidder has complied with every requirement of "Bidders Examination of Bid Documents and Site" contained herein, that without exception the bid is premised upon performing the Work required by the Bid Documents and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- 5. INTERPRETATIONS:** All questions about the meaning or intent of the Bid Documents are to be directed to the City or the City's Representative in writing. Interpretations or clarifications considered necessary in response to such questions will be issued by written Addenda to all parties recorded by the City or the City's Representative as having received the Bid Documents. Questions received less than 7 business days prior to the date for opening of bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Contractor's responsibility to contact the City prior to the bid opening to determine if any addenda have been issued on the project.

6. **BID SECURITY, BONDS: (IF REQUIRED)** Each bid shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Bid Documents. Said check or bond shall be made payable to the City and shall be given as guarantee that the bidder, if awarded the bid will enter into an Agreement with the City, and shall furnish the necessary insurance certificates, payment and performance Bonds **(IF REQUIRED)**, each of said bonds to be in the amount stated in the Agreement. In case of refusal or failure by bidder to enter into an Agreement, the check or bid bond shall be forfeited to the City. If the bidder elected to furnish a bid bond as its bid security, the bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form.
7. **RETURN OF BID SECURITY:** Within 14 business days after award of the bid or Agreement, the City will return the bid securities for the bids not considered in making the award. All other bid securities will be held until the Agreement has been fully executed. They will then be returned to the respective bidders whose bids they accompany.
8. **BID FORM:** The bid shall be made on copies of the bidding schedule bound herein.
9. **SUBMISSION OF BIDS:** Refer to **NOTICE INVITING BIDS**.
10. **DISCREPANCIES IN BIDS:** In the event there is more than one bid item in a bidding schedule, the bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the bid non-responsive and may cause its rejection. In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the Contractor shall be bound by said correction. In the event there is more than one bid item in the bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Contractor shall be bound by said correction.
11. **QUANTITIES OF WORK:** The quantities of Work or materials stated in unit price items of the bid are supplied only to give an indication of the general scope of the Work; the City does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the amount of any unit price item of the Work by an amount up to and including 25 percent of any bid item, without a change in the unit price, and shall include the right to delete any bid item in its entirety, or to add additional bid items up to and including and aggregate total amount not to exceed 25 percent of the Agreement Price.
12. **WITHDRAWAL OF BID:** The bid may be withdrawn by the bidder by means of a written request, signed by the bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the **NOTICE INVITING BIDS** for receipt of bids prior to the scheduled closing time for receipt of bids.
13. **MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS:** Unauthorized conditions, limitations, or provisos attached to the bid will render it informal and may cause its rejection as being non-responsive. The completed bid forms shall be without interlineations, alterations, or erasure in the printed text. Alternative bids will not be considered unless called for. An oral, telegraphic, telephonic, faxed or electronically transmitted bid or modification will not be considered.
14. **OR EQUAL: (Unless otherwise specified in the Bid Documents)** Manufacturer's name, brand name and model number are used in these specifications for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design required and is in no way intended to prohibit the bidding of other manufacturer's items of equal material. Equal may be bid providing units bid are equal to or exceed the quality, standards of performance, design, etc. to the item specified.

Where equal is bid, proposals must be accompanied with factory information sheets (specifications, brochures, etc.) of unit bid as equal. The City shall be the sole judge of equality and our decision will be final in the City's best interest.

Any equipment delivered under this proposal will be new, the manufacturer's latest model, and carry the standard factory warranty.

- 15. AWARD OF BID:** Award of a bid, if it be awarded, will be made to the bid which is deemed to be in the best interest of the City of Margate as determined in the sole discretion of the City. Unless otherwise specified, any such award will be made within the period stated in the **NOTICE INVITING BIDS** that the bids are to remain open. Unless otherwise indicated, a single award will be made for all the bid items in an individual bidding schedule. In the event the Work is contained in more than one bidding schedule, the City may award schedules individually or in combination. In the case of two (2) bidding schedules which are alternative to each other, only one (1) of such alternative schedule will be awarded. The City reserves the right to accept or reject any or all bids/parts of bids, to waive informalities in any bid, or to take any other action that is deemed to be in the best interest of the City.
- 16. EXECUTION OF AGREEMENT:** The bidder to whom award is made shall execute a written agreement on the form of agreement provided, or by accepting City's purchase order and shall secure and furnish all bonds required by the Bid Documents within ten (10) calendar days after receipt of the agreement forms or purchase order from the City. Failure or refusal to enter into an agreement or accept City's purchase order as herein provided or to conform to any stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid Security. The sample Agreement, **if required**, as attached to this bid document is in substantially executable form. City does not intend to allow or accept modifications to the general format. If the bidder who has been awarded the bid pursuant to Paragraph 15 refuses or fails to execute the Agreement, the City may award the Agreement to whichever bidder it determines next best serves its interest. On the failure or refusal of such second or third bidder (who was awarded the Agreement) to execute the Agreement, each such bidder's bid security shall be likewise forfeited to the City.
- 17. SITE INSPECTION:** Bidder is responsible for a site inspection and final determination of all materials, labor, and equipment required in its proposal. Contractor will obtain complete data at the site and inspect surfaces that are to receive his/her Work. Before proceeding with Work, Contractor will be solely responsible for accuracy of measurements and laying out of Work; and will correct errors or defects due to faulty measurements taken, information obtained, layout, or due to failure to report discrepancies.
- 18. GOVERNMENT RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material/quality, Workmanship, or performance of the items/services offered on the bid prior to delivery/performance, it shall be the responsibility of the successful bidder to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustment occasioned hereby, or to cancel the Agreement at no further expense to the City.
- 19. PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** Pursuant to the requirements of s. 287.133 (2)(a), Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

20. DISCRIMINATORY VENDOR LIST: Pursuant to the requirements of s. 287.134 (2)(a) , Florida Statutes, “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

21. COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered, as a result of this bid.

22. TAXES: The City is exempt from all Federal and State taxes. Contractor shall pay all sales, consumer, use and other similar taxes required, to be paid by the Contractor in accordance with the laws and regulations of the State of Florida and its political subdivisions. Contractor is responsible for reviewing the pertinent State Statutes involving such taxes and complying with all requirements.

23. STANDARDS OF SAFETY: The Bidder warrants that the product(s) and services supplied to the City conform in all respects to the standards set forth in the Occupational Safety and Health Act and its amendments and to any industry standards if applicable. Bid Proposal must be accompanied by Safety Data Sheet(s). (See attachment – Compliance with Occupational Safety and Health Act)

The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to; (1) employees on the Work site and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury, or loss.

Roadways have school crossing areas that are active before 8:30 A.M. and after 2:00 P.M. Contractor shall keep all crosswalk areas clear during periods when school children are present. All sidewalks shall be kept clear of any excess debris and shall not be barricaded or taped off during nights and weekends.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all employees on the Work site and other persons and organizations who may be affected thereby; all the Work and materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site or adjacent thereto.

24. NO BID: Refer to “STATEMENT OF NO BID” form incorporated into the bid proposal document.

25. SILENCE OF SPECIFICATIONS: The apparent silence of this specification and any supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All Workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.

26. CITY PERMITS:

The Contractor shall be required to obtain all necessary permits from the City Engineering and/or Building Departments. If the schedule of Bid Prices does not include a permit allowance line item,

permit fees should be included in your bid proposal. All permit applications shall be made using the City's online permitting system **ePermitting-ProjectDox** and can be obtained from the City's website at www.margatefl.com under **BUILDING DEPARTMENT** for City Building permits and under **ENVIRONMENTAL AND ENGINEERING SERVICES DEPARTMENT** for City Engineering permits. City Building permit fees are NOT waived and the cost should be included in the bid. Non-City permit fees (County and other regulatory agencies) are not waived and shall be included in the bid. City Engineering permits will not have a fee. Any questions regarding the requirements to obtain a permit from the City of Margate Building Department should be directed to (954) 970-3004. All City Engineering permits questions should be directed to DEES Department at (954) 972-0828.

- 27. NOTICE TO PROCEED:** **The Contractor shall commence Work within ten (10) calendar days after receipt of Notice to Proceed or Purchase Order from the City unless otherwise stated.**
- 28. LIABILITY INSURANCE:** The bidder will assume the full duty, obligation, and expense of obtaining all insurance required. The City shall be **additional insured** under all policies required by this proposal and Contractor shall be required to provide all necessary endorsements to the City of Margate. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder or its agents or any person the bidder has designated in the completion of its contract as a result of the bid. The successful bidder shall furnish to the Purchasing Division, City of Margate, 5790 Margate Blvd., Margate, Florida 33063 original certificates of insurance which indicate that the insurance coverage has been obtained or otherwise secured in a manner satisfactory to the City in an amount equal to 100% of the requirements provided herein and shall be presented to City prior to issuance of any Agreement(s) or award(s) document(s) which meets the requirements as outlined on sample certificate. Additionally, any subcontractor hired by the Contractor for this project shall provide insurance coverage as stated herein. City shall not be responsible for purchasing and maintaining any insurance to protect the interests of Contractor, subcontractors or others on the Work site. City specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.
- 29. IDENTICAL TIE BIDS:** Refer to the **Drug Free Workplace Program Form** attachment for information on how tie bids will be handled.
- 30. CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all proposers must disclose if any City employee or elected official is also an owner, corporate officer, or employee of their business. If such a relationship(s) exist, the Proposer must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.
- 31. FORCE MAJEURE:** Seller's failure to make, or buyer's failure to take, any delivery or deliveries when due, if caused by Force Majeure as hereinafter defined, shall not constitute a default hereunder nor subject the party so failing to any liability to the other, provided however, the party affected by such Force Majeure shall promptly notify the other of the existence thereof and its expected duration and the estimated effect thereof upon its ability obligations hereunder.

Such party shall promptly notify the other party when such Force Majeure circumstances have ceased to affect its ability to perform its obligations hereunder. The quantity to be delivered hereunder shall be reduced to the extent of the deliveries omitted for such cause or causes, unless both parties agree that the total quantity delivered hereunder remain unchanged. As used herein, the term Force Majeure shall mean and include an ACT OF GOD or the public enemy, accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lockouts, labor troubles, riots, sabotage, embargo, war (whether or not declared and whether or not the United States is a participant) Federal, State, or Municipal Law, regulation, order, license, priority, seizure, requisition, or allocation, failure to delay from transportation, shortage of or inability to obtain supplies, equipment, fuel, labor, or any other circumstances of a similar or different nature beyond the reasonable control of the party so failing.

31.01 COVID-19 PANDEMIC OR OTHER PANDEMICS

31.01.1 Contractor acknowledges that at the time of execution of this Agreement, there is an ongoing, worldwide pandemic related to COVID-19. This pandemic has resulted in certain restrictions on commerce and has resulted in certain delays or shortages in labor, production and supply of construction labor, materials and or equipment. Contractor represents that in arriving at its contract price and contract time, Contractor has considered present COVID-19 pandemic related impacts, including but not limited to; labor shortages, reduced productivity, government regulations, government shut downs, labor price increases, material and or equipment shortages, material and or equipment delivery delays, material and or equipment availability and material and or equipment price increases. Contractor further agrees that Contractor shall not be entitled to any additional money or time as a result of the present effects due to the COVID-19 pandemic except as otherwise set forth within this Section 31.01. Notwithstanding the above, Contractor has given City a Schedule of Values for materials when it submitted its response to the RFP and should the costs of the items in the Schedule of Values increase as a direct result of COVID-19 by more than eight percent (8%) of the amount set forth in the Schedule of Values submitted with the Contractor's response to the RFP then the Contract Price shall be adjusted to account for the difference in price. Contractor shall be responsible for providing City written proof that the increase in materials is directly due to COVID-19.

31.01.2 Contractor shall have in place a COVID-19 mitigation plan to protect employees and to reduce the impact and spread of COVID-19 at the Project. This includes, but is not limited to, performing Work while socially distanced, requiring the wearing of masks while working, regularly sanitizing high touch areas, and providing appropriate sanitizing stations throughout the Project site.

31.01.3 Should there be any change in government COVID-19 regulations by any government or agency with jurisdiction over this Project that impose new regulations applicable to the Project that are not in existence at the time of execution of this Agreement, Contractor shall be entitled to additional time, but not additional money, but only to the extent that Contractor can establish that the change in government COVID-19 regulations impacted the critical path of this Project. If such new applicable government COVID-19 regulations cause Contractor to incur actual documented hard expenses that cumulatively total over Ten Thousand Dollars (\$10,000.00) then Contractor shall be reimbursed by the City for such documented hard expenses in excess of Ten Thousand Dollars (\$10,000.00). If the cumulative costs Contractor incurs as a result of these changes in government COVID-19 regulations are less than Ten Thousand Dollars (\$10,000.00) then Contractor shall not be entitled to any additional money. Entitlement to additional time shall not apply if there are concurrent Project delays for which Contractor is responsible.

31.01.4 In the event of a complete Project shutdown by any government or agency with jurisdiction over this Project related to COVID-19, Contractor shall, within seventy-two hours of the shutdown, provide the City with a written, detailed proposed plan for the City's written approval, of which employees (if any) shall remain during the shutdown, which shall be removed from the Project, what demobilization costs must be incurred, and what ongoing general requirements costs must be incurred. Said plan shall also identify all costs that can be mitigated during the time of the COVID-19 shutdown. Contractor shall not be compensated for demobilization costs but shall be compensated for documented remobilization costs. Contractor shall be paid for the reduced general requirements costs and the employees that remain during the shutdown in accordance with the agreed upon plan. Contractor shall be entitled to additional time, but not additional money for time impacts, but

only to the extent that Contractor can establish that the Project shutdown impacted the critical path of this Project. Entitlement to additional time shall not apply if there are concurrent Project delays for which Contractor is responsible.

31.01.5 Should any employees (including but not limited to Contractor and subcontractor and supplier employees) working on the Project test positive for COVID-19, Contractor shall promptly remove those employees and all with whom they had contact, from the site for the required quarantine period. Said employees shall not be permitted back on site until they have had two (2) negative test results or otherwise comply with the then current and applicable CDC recommendations. During this time, Contractor shall endeavor to bring in replacement employees (at no additional costs to the City) to mitigate the impacts to the Project schedule. Should the reduction in labor result in delays to the critical path of the Project schedule, Contractor shall be entitled to additional time, but not additional money, but only to the extent that Contractor can establish that reduction in labor impacted the critical path of this Project. Entitlement to additional time shall not apply if there are concurrent Project delays for which Contractor is responsible.

31.01.6 The City and Contractor shall work together at no additional cost to the other, to mitigate all future COVID-19 price impacts and/or delays, including but not limited to supplementing labor due to labor shortages, reducing labor and/or overhead if applicable to mitigate daily losses, and exploring alternative selections to materials that may not be delayed or subject to price increases. No changes in materials shall be permitted unless approved in writing via a Change Order by the City, properly executed in accordance with the Contract Documents.

32. WARRANTIES:

Warranty of Title:

The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided hereunder and there are no pending liens, claims or encumbrances whatsoever against said equipment and materials.

Warranty of Specifications:

The Contractor warrants that all equipment, materials, and Workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a Workmanlike manner.

Warranty of Merchantability:

Contractor warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or Workmanship and fit for the ordinary purposes for which it is intended. Offeror shall confer to the City all warranties offered by manufacturers.

Warranty of Material and Workmanship:

Successful Offeror warrants all material and Workmanship for a minimum of one (1) year from date of completion and acceptance by Owner. If within one (1) year after acceptance by Owner, or within such larger period of time as may be prescribed by law, any of the Work is found to be defective or not in accordance with the bid/contract documents, successful Offeror shall promptly, after receipt of written notice from Owner to do so, correct the Work unless Owner has previously given successful Offeror a written acceptance of such condition. This obligation shall survive termination of the Agreement.

Warranty of Fitness for a Particular Purpose:

Successful Offeror warrants the equipment shall be fit for, and sufficient for, the purpose(s) intended and outlined within this bid/proposal package. Successful Offeror understands and agrees that Owner is purchasing the equipment in reliance upon the skill of the successful Offeror in furnishing the equipment suitable for the purpose stated.

If the equipment cannot be used in the manner stated in the bid/proposal, then Owner, at its sole discretion, may return the equipment to successful Offeror for a full refund of any and all moneys paid for the equipment.

- 33. CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in the current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 34. PRESENCE OF ASBESTOS MATERIALS:** If in the course of Work, the Contractor encounters any existing materials which she/he suspects contain asbestos, the Contractor will stop Work in that area immediately and notify the City.
- 35. INTENT:** It is the intent of the Bid Documents to describe a functionally complete project in accordance with the plans and specifications. Any Work, materials, or equipment that may reasonably be inferred from the Bid Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulations in effect at the time of Agreement award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Bid Documents) shall be effective to change the duties and responsibilities of City, Contractor, or any of their consultants, agents or employees from those set forth in the Bid Documents.
- 36. CONFLICT, ERROR OR DISCREPANCY:** If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Bid Documents, Contractor shall so report to City or City's Representative in writing at once, and shall obtain a written interpretation or clarification from City or City's Representative before proceeding with the Work affected thereby.
- 37. AMENDING AND SUPPLEMENTING BID DOCUMENTS:** The Bid Documents may be amended, upon approval by the City, to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
 1. Change Order;
 2. Formal Written Amendment, or
 3. Work Change Directive.
- 38. REPRESENTATION OF CONTRACTOR:** Execution of the Agreement or acceptance of a purchase order by the Contractor is a representation that Contractor has visited the site and become familiar with the local conditions under which the Work is to be performed.
- 39. BEFORE COMMENCING OPERATIONS:** Before undertaking each part of the Work, Contractor shall carefully study and compare the Bid Documents and check and verify pertinent figures shown thereon. Contractor shall promptly report in writing to City or City's Representative any conflict, error, or discrepancy, which Contractor may discover and shall obtain a written interpretation or clarification from City or City's Representative before proceeding with any Work affected thereby.

40. CONTRACTOR SERVICES AND RESPONSIBILITIES:

40.1 The Contractor shall assist the City or City's Representative in filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over the project.

40.2 Materials: Unless otherwise specified herein, Contractor shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the Work.

Contractor warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Bid Documents and that the Work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Bid Documents.

40.3 The Contractor shall keep the City and City's Representative (if applicable) informed of the progress and quality of the Work.

40.4 If requested in writing by the City, the Contractor, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Bid Documents and shall decide, subject to determination by the Architect or Engineer (if applicable), subject to demand for arbitration, claims, disputes and other matters in question relating to performance thereunder by both City and Contractor. Such interpretations and decisions shall be in writing, shall not be presumed to be correct, and shall be given such weight as the arbitrator(s) or the court shall determine.

40.5 The Contractor shall correct Work which does not conform to the Bid Documents.

40.6 Contractor shall comply with and give all notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to the performance of the Work. City shall not be responsible for monitoring Contractor's compliance with any laws and regulations. Contractor shall promptly notify City if the Bid Documents are observed by Contractor to be at variance therewith.

40.7 The Contractor shall pay royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the City harmless from loss on account thereof, except that the City shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by the City. However, if the Contractor has reason to believe the use of a required design process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly given to the City.

40.8 The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees and parties in privity of Agreement with the Contractor to perform a portion of the Work, including their agents and employees.

40.9 The Contractor shall prepare Change Orders for the City or City Representative's approval and execution in accordance with this Agreement and shall have authority to make minor changes in the design and construction consistent with the intent of this Agreement not involving an adjustment in the Agreement sum or an extension of the Agreement time. The Contractor shall promptly inform the City or City's Representative in writing, of minor changes in the design and construction.

40.10 The Contractor shall notify the City or City's Representative when the Work or an agreed upon portion thereof is substantially completed by issuing a Certificate of Substantial Completion which shall establish the Date of Substantial Completion; shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the Work and insurance; shall include a list of

items to be completed or corrected; and shall fix the time within which the Contractor shall complete items listed therein.

40.11 Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying Contractor's best skill, attention, and expertise. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of construction. Contractor shall be responsible to see that the finished Work complies accurately with the Bid Documents.

40.12 Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Agreement with Contractor. Nothing in the Bid Documents shall create any Contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Bid Documents for the benefit of City.

40.13 Contractor shall obtain and pay for all permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary.

41. RISK OF LOSS: TITLE: The risk of loss, injury, or destruction shall be on Contractor until acceptance of the Work by City. Title to the Work shall pass to City upon acceptance of the Work by City.

42. ACCESS TO WORK: Contractor shall provide City, City's consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the Work at reasonable times for their observation, inspection and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith.

43. INDEMNIFICATION: Contractor agrees to indemnify, defend, save, and hold harmless the City of Margate, its officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorneys' fees, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

44. SURVIVAL OF OBLIGATIONS: All representations, indemnification, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Bid Documents, shall survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

45. CORRECTION AND REMOVAL OF DEFECTIVE WORK: If required by City or City's Representative, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by City or City's Representative, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of architects, attorneys and other professionals) made necessary thereby.

46. PAYMENT TO CONTRACTOR: Providing all Work has been completed and accepted by the City within thirty (30) days of the City's receipt of a properly submitted and correct Application for Payment or Final Invoice, the City shall make payment to the Contractor.

The Contractor warrants that: (1) title to Work, materials and equipment covered by an Application for Payment or Final Invoice will pass to the City either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment will have been acquired by the Contractor, or any other person performing Work at the site or furnishing materials or equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

47. PAYMENT TO SUBCONTRACTORS: The City shall have no obligation to pay or to be responsible in any way for payment to a subcontractor of the Contractor except as may otherwise be required by law.

48. CITY'S RIGHT TO WITHHOLD PAYMENT: The City may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of: defective Work not remedied, claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor, failure of the Contractor to make payments to subcontractors or suppliers for materials or labor, damage to another contractor not remedied, liability for liquidated damages has been incurred by the Contractor, reasonable evidence that the Work cannot be completed for the unpaid balance of the Agreement sum, reasonable evidence that the Work will not be completed within the Agreement time or failure to carry out the Work in accordance with the Bid Documents.

When the above conditions are removed or resolved or the Contractor provides a surety bond or a consent of surety satisfactory to the City which will protect the City in the amount withheld, payment may be made in whole or in part.

All invoices or requests for payments must indicate the Project Name and Project Number or the Purchase Order Number.

49. HURRICANE PRECAUTIONS: During such periods of times that are designated by the United States Weather Bureau as a hurricane warning or alert; all construction materials or equipment will be secured against displacement by wind forces; provided that where a full complement of personnel is employed or otherwise in attendance, or engaged for such purposes, formal construction procedures or use of materials or equipment may continue allowing such reasonable time as may be necessary to secure such materials or equipment before winds of hurricane force are anticipated. Construction materials and equipment will be secured by guying and shoring, or removing or tying down loose materials, equipment, and construction sheds.

50. CHANGES IN THE WORK:

50.1 City, without invalidating an Agreement, may order additions, deletions, or revisions to the Work. Such additions, deletions, or revisions shall be authorized by a Written Amendment, Change Order, or Work Directive Change.

50.2 All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this project, increase the cost of the Work to City or which extend the time for completion, must be formally authorized and approved by the City's Commission prior to their issuance and before Work may begin.

Notwithstanding the above paragraph, Change Orders which individually or when cumulatively added to amounts authorized, pursuant to prior Change Orders for this project, increase the cost of the Work to the City not in excess of ten percent (10%) or \$50,000 (whichever is less) may be approved by signed approval of the City Manager of the City of Margate.

No claim against City for extra Work in furtherance of such change order shall be allowed unless prior approval has been obtained.

50.3 Any claim for adjustment in the Agreement Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to City or City's Representative not later than three (3) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Agreement Price or an extension of the Agreement Time will be valid if not submitted in accordance with this paragraph.

51. CONCEALED CONDITIONS: By execution of this agreement, Contractor has satisfied itself as to all conditions necessary to fulfill this Agreement. No Agreeemnt adjustments shall be allowed for concealed conditions nor different site conditions than anticipated.

52. CORRECTION PERIOD:

52.1 Contractor warrants all material and Workmanship for a minimum of one (1) year from date of acceptance by the City. If within one (1) year after the date of final completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Bid Documents, any Work is found to be defective, whether observed before or after acceptance by City, Contractor shall promptly, without cost to City and in accordance with City's written instructions, either correct such defective Work, or, if it has been rejected by City, remove it from the site and replace it with Work that is not defective and satisfactorily correct, remove, and replace any damage to other Work or the Work of others resulting therefrom. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of architects, engineers, attorneys and other professionals) will be paid by Contractor.

52.2 Where defective Work (and damage to other Work resulting there from) has been corrected, removed or replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

53. WORK BY CITY OR CITY'S CONTRACTORS:

53.1 The City reserves the right to perform Work related to, but not part of, the project and to award separate Agreements in connection with other Work at the site. If the Contractor claims that delay or additional cost is involved because of such action by the City, the Contractor shall make such claims to the City or City's Representative in writing.

53.2 The Contractor shall afford the City's separate contractors reasonable opportunity for introduction and storage of their materials and equipment for execution of their Work. The Contractor shall incorporate and coordinate the Contractor's Work with Work of the City's separate contractors as required by the Bid Documents.

53.3 Costs caused by defective or ill-timed Work shall be borne by the party responsible.

54. CLAIMS FOR DAMAGES: Should either party to Agreement suffer injury or damage to person or property because of an act or omission of the other party, the other party's employees or agents, or another for whose acts the other party is legally liable; claim shall be made in writing to the other party within a reasonable time after such injury or damage is or should have been first observed.

55. SUCCESSORS AND ASSIGNS: This Agreement shall be binding on successors, assigns, and legal representatives of and persons in privity of Agreement with the City or Contractor. Neither party shall assign, sublet or transfer an interest in this Agreement without the written consent of the other.

56. TERMINATION FOR CONVENIENCE OF CITY: Upon thirty (30) days written notice to Contractor, City may, without cause and without prejudice to any other right or remedy, terminate the agreement for City's convenience whenever City determines that such termination is in the best interests of City. Where the agreement is terminated for the convenience of City, the notice of termination to Contractor must state that the Agreement is being terminated for the convenience of City under the termination clause, the effective date of the termination, and the extent of termination. Upon receipt of the notice of termination for convenience, Contractor shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement, and refrain from placing further orders and subcontracts. Contractor shall not be paid on account of loss of anticipated profits/revenues or other economic loss arising out of or resulting from such termination.

57. COST BREAKDOWN REQUIRED IN THE EVENT OF CHANGE ORDER: Whenever the cost of any Work is to be determined, Contractor will submit in form acceptable to City or City's Representative an itemized cost breakdown together with supporting data. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown.

58. COMPUTATION OF TIME: When any period of time is referred to in the Bid Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

59. CONTRACTOR INDEPENDENT: Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not agents or employees of City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association, or any other kind of joint undertaking or venture between the parties hereto.

60. RIGHT TO AUDIT: City reserves the right to audit the records of Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by City. If required by City, Contractor agrees to submit to an audit by an independent certified public accountant selected by City.

Contractor shall allow City to inspect, examine, and review the records of Contractor, at any and all times during normal business hours during the term of the Agreement.

61. VENUE AND GOVERNING LAW: This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

62. VALIDITY OF AGREEMENT: Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal, or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

63. WAIVER OF JURY TRIAL: THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE AGREEMENT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE MATTERS TO BE ACCOMPLISHED IN THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

64. OTHER GOVERNMENTAL AGENCIES: If Contractor is awarded an Agreement as a result of this bid proposal, Contractor will, if it has sufficient capacity or quantity available, provide to other governmental agencies, so requesting, the product or services awarded in accordance with the terms and conditions of the bid proposal and resulting Agreement. Prices shall be F.O.B. Delivered to the requesting agency.

65. DISPUTES: NOTWITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT WHICH IS NOT DISPOSED OF BY AGREEMENT, SHALL BE DECIDED BY THE CITY MANAGER, WHO SHALL REDUCE HIS/HER DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CITY MANAGER AND THOSE PERSONS TO WHOM HE/HER DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.

66. SAMPLES: Samples of items when requested must be supplied by the bidder free of charge to the City. Each sample must be marked with the bidder's name, manufacturer's brand name, and delivered by the bidder within seven (7) calendar days of the request. The City will not be responsible for the return of samples.

67. TRAINING: The successful bidder will be required (if requested) to conduct a training course on product bid for selected personnel at no extra cost to the City.

68. DELIVERY: All items delivered shall be F.O.B. Destination to a specific City of Margate address and all delivery costs and charges must be included in the bid price.

All exceptions must be noted. Prior to the delivery of goods or performance of services on City property, the City must be notified. Contractor's personnel and vehicles must be clearly identified with the business name and/or logo, also any applicable license numbers, according to State, County, and City ordinances. In addition, Contractor's employees shall be uniformly dressed, i.e., t-shirt with name and/or logo, caps, etc.

69. MATERIAL ACCEPTANCE: The materials received under this proposal will remain the property of the bidder until accepted to the satisfaction of the City of Margate. In the event the materials supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to return the product to the bidder at the bidder's expense.

70. EMERGENCY RESPONSE LOCATIONS: When delivering to emergency response locations (Fire Stations, Police, Utilities, etc.) where utilities, fire, police, and emergency repair vehicles are being dispatched, the successful bidder shall take all steps to ensure that free egress and ingress of emergency vehicles are allowed. No delivery trucks shall be left unattended. In the event that a vehicle is to be left unattended, City personnel must be notified and the driver must state where they will be at all times.

71. ASSIGNMENT: The bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City of Margate. Any awards issued pursuant to this bid invitation and monies which may become due hereunder are not assignable except with prior written approval of the City.

72. NON-COLLUSION STATEMENT: By submitting this proposal, the Contractor affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud. (Refer to "Non-Collusive Affidavit" form attached.)

73. AGREEMENT RENEWAL: The City of Margate hereby bids for a three (3) year Agreement for services or supplies (unless otherwise indicated in the bid specifications), and the Agreement shall have the option to renew for two (2) additional one (1) year extensions, providing both parties agree, providing all terms and conditions and specifications remain the same, providing for availability of funding.

74. SPECIAL CONDITIONS: Any and all Special Conditions that may vary from the General Conditions shall have precedence.

75. WORKING HOURS AND INSPECTIONS: The City of Margate's working hours are Monday through Friday 8 A.M. – 6 P.M. Contractor must plan for and schedule inspections within the City's working hours. Contractor can perform Work Monday – Saturday from Dawn to Dusk. Work on Sunday is not permitted unless a special request is made to the City 48 hours in advance. All requests must be approved by the City Manager.

76. NO WAIVER: No waiver of any provision, covenant, or condition within this agreement or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.

77. WAIVER: No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

78. ENTIRE AGREEMENT: This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, including all Agreement Documents, and there are no other promises; representations, or warranties affecting it.

79. REGULATIONS: All applicable laws and regulations of the Federal Government, State of Florida, Broward County, and Ordinances of the City of Margate will apply to any resulting award of Agreement.

80. PUBLIC RECORDS: The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- a. Keep and maintain public records required by the City of Margate to perform the service.
- b. Upon request from the City of Margate's custodian of public records, provide the City of Margate with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City of Margate.
- d. Upon completion of the Agreement, transfer, at no cost, to the City of Margate all public records in possession of the Contractor or keep and maintain public records required by the City of Margate to perform the service. If the Contractor transfers all public records to the City of Margate upon completion of the Agreement, the Contractor shall

destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Margate, upon request from the City of Margate's custodian of public records, in a format that is compatible with the information technology systems of the City of Margate.

e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number:

(954) 972-6454

E-mail address:

recordsmanagement@margatefl.com

Mailing address:

5790 Margate Boulevard

Margate, FL 33063

81. SCRUTINIZED COMPANIES:

In accordance with s. 287.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

- a. Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- b. One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes; or
 - ii. Is engaged in business operations in Cuba and Syria.
- c. By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.
- d. The City shall reserve the right to terminate any contract resulting from this solicitation if the awarded Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

82. NO WAIVER OF SOVEREIGN IMMUNITY: Nothing contained herein is intended to serve as a waiver of sovereign immunity by the City or as a waiver of limits of liability of rights existing under Section 768.28, Florida Statutes.

83. E-VERIFY

1) Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

2) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the Agreement; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the Agreement with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the Agreement is a condition of the Agreement with the City of Margate; and
- c) By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.

SPECIAL CONDITIONS

BID NO.2023-006 FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT

The City of Margate will accept sealed proposals to provide all materials, labor, supplies, equipment, and transportation to FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT, less than truckload and truckload deliveries, for the Department of Environmental and Engineering Services, located at 6630 NW 9 Street, Margate, FL 33063 and the participating members of the Cooperative.

The City of Margate hereby bids for a three (3) year contract for services or supplies (unless otherwise indicated in the bid specifications), and the Agreement shall have the option to renew for two (2) additional one (1) year extensions, providing both parties agree, providing all terms, conditions and specifications remain the same, providing for availability of funding.

The City will issue a notification of intent to renew 90 days prior to the expiration of the initial Agreement. Contractor shall respond within fourteen (14) calendar days from date of notice.

Deliveries shall be made Monday through Friday, between the hours of 7:00 AM and 4:00 PM within seven (7) days of order placement. Materials are to be delivered to 6630 NW 9th Street, Margate, FL 33063. The City of Margate has an above ground tank for the storage of this commodity. Deliveries will be pumped into a tank equipped with a 2" polypropylene Cam lock fitting. The City uses approximately 14,000 gallons annually of Sodium Hydroxide. Tank size is 6,000 gallons. The average ordering amount is 3,500 gallons. There are no other special instructions.

Less than truckload deliveries are amounts less than 3,500 gallons. Truckload deliveries are for amounts 3,500 gallons and greater.

The Sodium Hydroxide must be certified to ANSI/NSF Standard 60 for use in drinking water.

The co-op members will advise as to their particular requirements (see pages 25-31).

The delivery time for Sodium Hydroxide is to be seven (7) calendar days from order placement by City.

A blanket purchase order will be issued to the contractor with orders being called in on an "as needed basis". Invoicing shall be upon each shipment based on unit price awarded. The invoice shall indicate purchase order number, unit price, extensions, total billed, and any allowable cash discounts.

All prices bid shall be FOB Delivered to a specific City of Margate or participating cooperative agency address.

Bids will be considered only from manufacturers or their authorized distributors. The authorized distributor must regularly maintain a substantial stock of materials bid upon and must be actively engaged in the sale of the bid commodity. Such stock and facilities may be examined by a representative of the City at any time either before an award is made or during the term of the Agreement.

The City reserves the right during the contract period to determine by independent tests if the product(s) supplied meet aforementioned specifications. The cost of the test is to be paid for by the City if the sample meets specifications and by contractor if it does not. In addition, the facilities of the Florida State Department of Agriculture testing laboratories may be used for any referee testing. Failure to meet specifications will result in prevailing testing rate cost to be borne by the Supplier.

Under no circumstances shall the contractor start work until the certificate of insurance is received and approved by the city.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all employees on the work site and other persons and organizations who may be affected thereby; all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss.

If delivery requirements cannot be fulfilled by the Contractor, the City retains the right to cancel the order and make such purchases on the open market and contractor shall be liable for all price differences if delivery failure is not a case of FORCE MAJEURE.

The contractor shall assure the City that each delivery truck will be in A-1 mechanical condition and will have a properly licensed capable driver trained in the proper handling, use and operation of equipment required for delivery.

The contractor shall assure the City, that when in the opinion of the City, an emergency condition exists, TRAINED EMERGENCY CREW(S) WITH PROPERLY FITTED EQUIPMENT will be made available to the City via the Contractor provided emergency contact numbers.

At the time of bid submission, the Contractor shall supply the following information:

1. Location of nearest emergency station.
2. Name of person in charge of emergency crews.
3. Contact information including telephone numbers, pagers, cellular, etc. to be called for emergency service.
4. Contact information including telephone numbers, pagers, cellular, etc. to be utilized for normal maintenance.
5. Time periods during which service will be made available from the contact numbers provided to ensure 24 hours coverage.

The participating agencies, delivery locations and contact persons are as follow:

City of Margate

Wastewater Treatment Plant (west plant)

6630 NW 9 Street

Margate FL 33063

Location contact person: Wendell Wheeler

Ph: (954) 972-0828 x228

Average order amount: 3,500 gallons

Tank size: one (1) tank 6,000 gallons

Fittings: 2" male Cam lock

Special requirements: Delivery from Monday thru Thursday, 7:00 AM to 4:00PM.

Purchasing Contact: Wylene Sprouse (954) 935-5346

Estimated annual usage: 14,000 gallons

City of Boca Raton

Location #1

Utilities Services

Water Treatment Plant

1301 Glades Road

Boca Raton, FL 33431

BLDG:69 WTP

Location contact person: Gabe Munoz

Ph: (561) 338-7324 (24hr # (561) 338-7325)

Average order amount: 3,750 gallons

Tank size: Two 7,200 gallons

Fitting: 2" Cam lock

Special requirements: see special requirements for Location #2

Location #2

Wastewater Treatment Plant

1501 Glades Road

Boca Raton, FL 33431

BLDG: 45 WWTP

Location contact person: Steve Roberge

Ph: (561) 338-7331

Average order amount: 3,500-3,800 gallons

Tank size: one (1) 6,500 gallons

Fitting: 2" Cam lock

Special requirements: Delivery personnel must present proper identification prior to entering City facility. At least 24 hours prior to anticipated delivery, vendor shall call the City contact to advise of delivery date and time frame. The City reserves the right to reject or require rescheduling of any deliveries attempted without this prior notice. Tanker shall arrive at WWTP delivery location with intact portal seals, wheel chocks, and drip buckets if needed. Entire off-loading must be witnessed by City personnel.

Purchasing Contact: Neil Phillips (561) 393-7876

Estimated annual usage for both facilities: 15,000 gallons

Coral Springs Improvement District

10300 NW 11th Manor

Coral Springs, FL 33071

Location contact person: Christian McShea

Ph: (954) 796-6665

Average order amount: 700 gallons

Tank size: three (3) 325 gallons

Fitting: 1 1/4" Cam lock

Special Requirements: None

Purchasing Contact: Joe Stephens (954) 796-6665

Estimated annual usage: 6,000 gallons**City of Cooper City**

Cooper City Utilities

11791 SW 49th Street

Cooper City, FL 33330

Location contact person: George Garba

Ph: (954) 434-5519 or (954) 434-5510

Average order amount: 3,500 gallons

Tank size: 15,000 gallons

Fitting: 2" Cam lock

Special Requirements: Delivery must be made between 8 A.M. and 2:00 P.M.

Purchasing Contact: Brandon Dodgen (954) 434-4300 Ext. #268

Estimated annual usage: 16,000 gallons**Town of Davie**

Water Treatment Plant

7351 SW 30TH Street

Davie, FL 33314

Location contact person: Anand Maharaj

Ph: (948) 327-3748

Average order amount: 3,800 gallons

Tank sizes: Two (2) 9,150 gallons

Fitting: 2" Cam lock

Special requirements: None

Purchasing Contact: Crystal Riollano (954) 797-1132

Estimated annual usage: 41,800 gallons**City of Deerfield Beach**

Water Treatment Plant

290 Goolsby Boulevard

Deerfield Beach, FL 33442

Location contact person: Bakari Scott

Ph: (954) 480-4368

Average order amount: 3,500 gallons

Tank size: 4,500 gallons

Fitting: 2" Cam lock

Special requirements: None

Purchasing Contact: Melissa Namar (954) 480-4370

Estimated annual usage: 35,000 gallons

City of Fort Lauderdale

Peele Dixie Water Treatment Plant

1500 S. State Road 7

Fort Lauderdale, FL 33317

Location contact person: Lead Operator-Control Room

Ph: (954) 828-7501

Average order amount: 3,500 gallons

Tank size: 12,500 gallons

Fitting: 2" Cam lock

Special requirements: Truck must provide own air pressure

Purchasing Contact: Stefan Mohammed (954) 828-5351

Omar Elfourani Operations Supervisor (954) 828-7505

Estimated annual usage: 63,000 gallons

City of Hallandale Beach

Water Treatment Plant

630 NW 2nd Street

Hallandale Beach, FL 33009

Location contact person: Hal Elsasser/Control Room Operator

Ph: (954) 457-1632

Average order amount: 3,500 gallons

Fitting: 2" and 3" Cam lock

Tank size: 6,000 gal tank

Special Requirements: Delivery Monday – Thursday Only, 7am to 3pm

Purchasing Contact: Andrea Lues (954) 457-1332

Estimated annual usage: 7,000 gallons

City of Hialeah

Location #1

Babcock Pool

430 East 7th Street

Hialeah, FL 33010

Location contact person: Douglas Cordovi

Ph: (305) 687-2650

Estimated annual usage: 15,000 gallons

Average order amount: 400 gallons

Fitting: 8" Cam lock

Tank size: 600 gallons

Special requirements: none

Location #2

Bright Pool

760 East 35th Street

Hialeah FL 33012

Location contact person: Douglas Cordovi

Ph: (305) 687-2650

Estimated annual usage: 4,200 gallons

Average order amount: 400 gallons

Fitting: 8" Cam lock

Tank sizes: 600 gallons
Special requirements: none

Location #3
Bucky Dent Aquatic Center
2250 W 60th St.
Hialeah FL 33016
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 35,000 gallons
Average order amount: 1,000 gallons
Fitting: 8" Cam lock
Tank sizes: 1,400 gallons
Special requirements: none

Location #4
McDonald Aquatic Center
7505 West 12th Avenue
Hialeah FL 33012
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 40,000 gallons
Average order amount: 1,100 gallons
Fitting: 8" Cam lock
Tank sizes: 1,600 gallons
Special requirements: none

Location #5
Milander Aquatic Center
4800 Palm Avenue
Hialeah FL 33013
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 31,500 gallons
Average order amount: 700 gallons
Fitting: 8" Cam lock
Tank sizes: 900 gallons
Special requirements: none

Location #6
Reid Pool
2245 West 7th Court
Hialeah FL 33010
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 4,200 gallons
Average order amount: 400 gallons
Fitting: 8" Cam lock
Tank sizes: 600 gallons
Special requirements: none

Location #7
Walker Pool
800 West 29th Street
Hialeah FL 33012
Location contact person: Douglas Cordovi
Ph: (305) 687-2650
Estimated annual usage: 4,200 gallons
Average order amount: 400 gallons
Fitting: 8" Cam lock
Tank sizes: 600 gallons
Special requirements: none
Purchasing Contact: Luis Suarez (305) 883-5988

Estimated annual usage all facilities: 80,000 gallons

City of Hollywood

Location #1
Water Plant
3441 Hollywood Boulevard
Hollywood, FL 33021
Location contact person: Luis Montoya
Ph: 954/967-4230
Estimated annual usage: 105,000 gallons
Average order amount: 3,500 gallons (TL only)
Fitting: 2" Cam lock
Tank sizes: 2 @ 6,000 gallons each (12,000 total)
Special requirements: none

Location #2

Southern Regional Wastewater Treatment Facility
1621 N 14th Avenue
Hollywood FL 33021
Location contact person: Joel Blanco
Ph: 954/921-3288
Estimated annual usage: 20,000 gallons
Average order amount: 800 gallons
Fitting: 2" Cam lock
Tank sizes: one (1) 500, (1) 700 and (1) 1,000 gal
Special requirements for both locations: Delivery times: 7:00 AM to 7:00 PM Monday -Friday

Estimated annual usage both facilities: 125,000 gallons

City of Pembroke Pines

Wastewater Treatment Plant
13955 Pembroke Road
Pembroke Pines, FL 33027
Location contact person: Victor Leon, Chief Operator
Ph: (754) 260-4477
Average order amount: 500 gallons
Tank size: 900 gallons
Fitting: 2" Cam lock
Special requirements: None

Purchasing Contact: Cathy Hernandez (954) 518-9018

Estimated annual usage: 3,750 gallons

City of Plantation

Location #1

Central Water Treatment Plant

700 NW 91st Avenue

Plantation, FL 33324

Location contact person: Jovenel Louis

Ph: (954) 452-2544

Tank sizes: two (2) 6,000 gallon tanks

Average order amount: 3,600 gallons

Fitting: 2" Cam lock fitting

Special requirements: none

Location #2

East Water Treatment Plant

500 NW 65th Avenue

Plantation, FL 33317

Location contact person: Oneil Slowley

Ph: (954) 797-2169

Tank sizes: two (2) 1,800 gallon tanks

Average order amount: 3,600 gallons

Fitting: 2" Cam lock fitting

Special requirements: none

Purchasing Contact: Traci Shulenburg (954) 452-2544

Estimated annual usage both facilities: 18,450 gallons

City of Sunrise

Location #1

14150 NW 8th Street

Sunrise, FL 33325

Location contact: Fred McDonald

Ph: (954) 888-6004

Average order amount: 2,000 gallons

Tank sizes: one (1) 1,900 gallons and one (1) 600 gallons

Location #2

4350 Springtree Drive

Sunrise, FL 33351

Location contact person: Roal Small/Jose Alvarez

Ph: (954) 572-2428 or (954) 572-2427

Average order amount: 800 gallons

Tank size: one (1) 1,600 gallons and one (1) 1,550 gallons

Location #3

777 Sawgrass Corp. Parkway

Sunrise, FL 33325

Locations contact person: Les Santisos

Ph: (954) 888-1016

Average order amount: 3,500 gallons

Tank Size: five (5) 12,500 gallon

The following information/totals are for all City of Sunrise locations:

Estimated annual usage for all facilities: 213,000 gallons

Fittings: 2" Cam lock

Special requirements: none

Plant Operations Director: Ted Petrides (954) 888-6035

Purchasing Contact: Holly Raphaelson (954) 572-2202

Village of Wellington

Location #1

Water Treatment Plant

1100 Wellington Trace

Wellington, FL 33414

Location contact person: Karla Berroteran

Ph: (561) 753-2465

Average order amount: Varies

Tank size: 5,000 gallons

Fittings: 2" Cam lock

Special requirements: none

Location #2

Water Reclamation Facility

11860 Pierson Road

Wellington, FL 33414

Location contact person: Bryan Gayoso

Ph: (561) 603-0119

Average order: Varies

Tank size: Qty. of two (2) 4,000 gallon tanks

Fittings: 2" Cam lock

Special Requirements: None

Purchasing Contact: Emma Ramirez (561) 791-4021

Estimated annual usage for both facilities: 28,000 gallons

REFER ALL TECHNICAL QUESTIONS REGARDING THIS PROPOSAL TO MR. WENDELL WHEELER AT (954) 972-0828.

REFER ALL NON-TECHNICAL QUESTIONS TO MS. WYLENE SPROUSE AT (954) 935-5340.

REFER TO SITE INSPECTION UNDER GENERAL CONDITIONS.

PLEASE HAVE YOUR INSURANCE AGENT REVIEW ALL INSURANCE REQUIREMENTS TO ENSURE COMPLIANCE WITH BID DOCUMENTS.

BID PROPOSAL FORM BID NO.2023-006

**BID TO: CITY COMMISSION
CITY OF MARGATE**

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the City in the form included in the Agreement Documents to perform the Work as specified or indicated in said Agreement Documents entitled:

Furnish and Deliver Sodium Hydroxide 50% by Weight

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid Security.
3. The bid will remain open for the period stated in the Notice Inviting Bids unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Notice Inviting Bids and the Instructions to Bidders, and will furnish the insurance certificates, payment bond, and performance bond required by the Contract Documents.
4. It is the Contractor's responsibility to contact the City at (954) 935-5346 prior to the bid opening to determine if any addenda have been issued on the project. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is acknowledged):

Number 1 Date March 23, 2023

5. Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

6. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.

To all the foregoing, and including all Bid Schedule(s) and Information Required of Bidder contained in this Bid Form, said bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment thereof the Contract Price based on the Total Bid Price(s) named in the aforementioned Bidding Schedule(s).

NAME OF FIRM: Univar Solutions USA, Inc.

ADDRESS: 8201 S. 212th St., Kent, WA 98032

NAME OF SIGNER Stacy Ziegler
(Print or Type)

TITLE OF SIGNER Municipal Specialist

SIGNATURE:  DATE: 3/27/2023

TELEPHONE NO: (253) 872-5023 FACSIMILE NO: (253) 872-5041

SCHEDULE OF BID PRICES – BID NO. 2023-006

TO: CITY COMMISSION

CITY OF MARGATE

(Please fill in all blanks and return with your proposal.)

In accordance with your request for proposals and the specifications contained herein, the undersigned proposes the following:

<u>DESCRIPTION</u>	<u>TOTAL COST</u>
<u>TOTAL COST PER GALLON OF SODIUM HYDROXIDE DELIVERED – TRUCKLOAD (OVER 3500 GAL)</u>	<u>\$ 2.9265 /GAL</u>
<u>TOTAL COST PER GALLON OF SODIUM HYDROXIDE DELIVERED – LESS THAN TRUCKLOAD Per Bid Specifications</u>	<u>\$ 3.5429 /GAL</u>

Minimum ordering amount 3,000 gals (not less than 400 gal)

ALL BIDS MUST BE SIGNED WITH THE VENDOR NAME AND BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM BY SIGNATURE.

SAFETY DATA SHEETS ENCLOSED? YES NO _____

SPECIFICATION SHEETS/BROCHURES? YES NO _____

HAVE YOUR INSURANCE REPRESENTATIVE REVIEW THE SAMPLE INSURANCE CERTIFICATE TO ENSURE COMPLIANCE.

WILL YOUR FIRM ACCEPT PAYMENT VIA A CITY OF MARGATE VISA CREDIT CARD? PLEASE CHECK ONE

YES NO _____

BIDDER'S GENERAL INFORMATION:

The bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, and 7 (if required) will cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information (i.e., items 1 through 7 inclusive) is delivered to the City.

(1) CONTRACTOR'S name and address:

Univar Solutions USA, Inc.

8201 S. 212th St., Kent, WA 98032

(2) CONTRACTOR'S telephone number: (253) 872-5023

(3) CONTRACTOR'S primary license classification: Tangible Personal Prop DLR License

State License Number: 3033875/278838

Supplemental classifications held, if any: _____

Name of Licensee, if different from (1) above: _____

(4) Name of person who inspected site of proposed Work for your firm: Will do upon award

Name: _____ Date of Inspection: _____

(5) Name, address, and telephone number of Surety Company and agent who will provide the required bonds on this contract (if required): _____

AON

(6) ATTACH TO THIS BID the experience resume of the person who will be designated as Supervisor for this project.

Stacy Ziegler, Municipal Specailist
Todd Whitaker, Sales Manager

(7) ATTACH TO THIS BID a financial statement (**If Required**), references, and other information, sufficiently comprehensive to permit an appraisal of CONTRACTOR'S current financial condition.
Univar does not provide financial statements (may request upon approval)

(8) Subcontractors: The Bidder further proposes that as part of their submittal there is attached a list of subcontracting firms or businesses who will be awarded subcontracts for portions of the work in the event the bidder is awarded the Contract.
At this time there are no Subcontractors for this contract.

REFERENCE SHEET BID NO. 2023-006

In order to receive Bid Award consideration on the proposed bid, it is a requirement that this sheet be completed and returned with your bid/proposal. This information may be used in determining the bid award for this Project.

BIDDER (COMPANY NAME): Univar Solutions USA, Inc.

ADDRESS: 8201 S. 212th St., Kent, WA 98032

CONTACT PERSON: Stacy Ziegler TITLE: Municipal Specialist

TELEPHONE: (253) 872-5023 FACSIMILE: _____

NUMBER OF YEARS IN BUSINESS: 50+ years

ADDRESS OF NEAREST FACILITY: Tampa, FL and Jacksonville, FL

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS OR SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR.

1. COMPANY NAME: Peace River Manasota Regional Water Supply Authority

ADDRESS: 9415 Town Center Parkway,
Lakewood Ranch, FL 34202 PHONE: (941) 316-1776

CONTACT PERSON: Richard Anderson TITLE: _____

2. COMPANY NAME: City of Cape Coral

ADDRESS: 1015 Cultural Park Blvd
Cape Coral, FL 33990 PHONE: (239) 574-0861

CONTACT PERSON: Mark Connely TITLE: _____

3. COMPANY NAME: City of Port St. Joe

ADDRESS: 305 Cecil G. Costin Sr. Blvd
Port St. Joe, FL 32456 PHONE: (850) 229.1421

CONTACT PERSON: Larry McClamma TITLE: _____

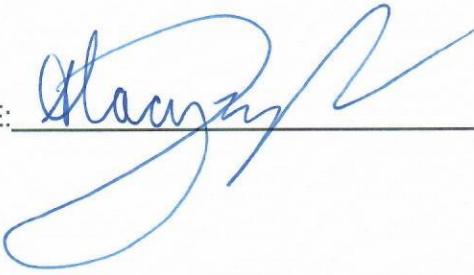
COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)
BID NO. 2023-006

Bidder certifies that all material, equipment, etc. contained in this bid meet all O.S.H.A. requirements. Bidder further certifies that if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the bidder.

OCCUPATIONAL HEALTH AND SAFETY DATA SHEET REQUIRED:

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a SAFETY DATA SHEET (SDS). The SDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substances, including:
 1. The potential for fire, explosion, corrosivity and reactivity;
 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 3. The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal, and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

SIGNATURE:  DATE: 3/27/2023

**CITY OF MARGATE
STATEMENT OF NO BID**

IF YOU DO NOT INTEND TO BID ON THIS PROPOSAL, RETURN THIS FORM TO ADDRESS WHERE BID IS TO BE SUBMITTED:

I/We have declined to bid on your proposal No: 2023-006

Bid Description: FURNISH AND DELIVER SODIUM HYDROXIDE 50% BY WEIGHT

For the following reason:

- 1. Specifications are too tight, i.e. geared toward one brand or manufacturer only (Explain reason below)
- 2. Insufficient time to respond to invitation.
- 3. We do not offer this commodity/service or equivalent.
- 4. Our product/service schedule would not permit us to perform.
- 5. Unable to meet specifications.
- 6. Unable to meet bonding requirements.
- 7. Specifications unclear (Explain below).
- 8. Other (Specify below).

REMARKS: _____

Attach additional pages if required.

I/We understand that if the NO BID form is not executed and returned, our name may be deleted from the list of qualified bidders for the City of Margate.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____ DATE: _____

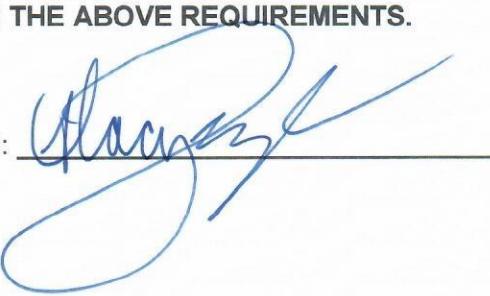
SIGNATURE OF BIDDER: _____

DRUG-FREE WORKPLACE PROGRAM FORM BID NO. 2023-006

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. In the event that none of the tied vendors has a Drug-free Workplace program in effect, the City reserves the right to make final Decisions in the City's best interest. In order to have a Drug-free Workplace Program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation. If bidder's company has a Drug-free Workplace Program, so certify below:

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF BIDDER: 

DATE: 3/27/2023

NON-COLLUSIVE AFFIDAVIT FORM FOR BID 2023-006
FURNISH AND DELIVER SODIUM HYDROXIDE 50%

State of Washington)

County of King)

Stacy Ziegler being first duly sworn, deposes and says that:

He/she is the Municipal Specialist, (Owner, Partner, Officer, Representative or Agent) of Univar Solutions USA, Inc., the Offeror that has submitted the attached Proposal;

He/she is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed, and delivered in the presence of:


Witness

Witness

By 
Stacy Ziegler
Printed Name
Municipal Specialist
Title

ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT FORM FOR BID 2023-006
FURNISH AND DELIVER SODIUM HYDROXIDE 50%

Washington
State of Florida
County of King

On this the 27th day of March, 2023, before me by means of X physical presence or online notarization, the undersigned Notary Public of the State of Florida, personally appeared

Stacy Ziegler

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.



NOTARY PUBLIC, STATE OF FLORIDA



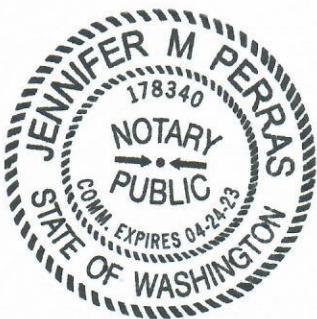
(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

Personally known to me, or
 Produced identification:



(Type of Identification Produced)

DID take an oath, or DID NOT take an oath



SCRUTINIZED COMPANIES CERTIFICATION

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government- created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government- created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME: Univar Solution USA, Inc.

SIGNATURE: 

PRINTED NAME: Stacy Ziegler

TITLE: Municipal Specialist

DATE: 3/27/2023

The scrutinized company list is maintained by the State Board of Administration and available at
<http://www.sbafla.com/>

OFFEROR'S QUALIFICATION STATEMENT BID NO. 2023-006

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Margate
(Purchasing Division)

ADDRESS: 5790 Margate Blvd.
Margate, FL 33063

CIRCLE ONE

SUBMITTED BY: Univar Solutions USA, Inc.

Corporation
 Partnership
 Individual
 Other

NAME: Stacy Ziegler

ADDRESS: 8201 S. 212th St., Kent, WA 98032

TELEPHONE NO.: (253) 872-5023

FACSIMILE NO.: (253) 872-5041

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business. (Attach corporate documents from the State of Florida (sunbiz.org) to this statement.)

The correct name of the Offeror is: Univar Solutions USA, Inc.

The address of the principal place of business is:

3075 Highland Pkwy Suite 200

Downers Grove, IL 60515

2. If Offeror is a corporation, answer the following:

a. Date of Incorporation: June 1986

b. State of Incorporation: Delaware

c. President's name: James Holcomb

d. Vice President's name: Noelle Perkins

e. Secretary's name: Noelle Perkins

f. Treasurer's name: Joseph Rodemeyer

g. Name and address of Resident Agent: Stacy Ziegler
8201 S. 212th St., Kent, WA 98032

3. If Offeror is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

37 years

a. Under what other former names has your organization operated?

Univar USA, Inc.

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

3033875/278838

3502-0027225

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

No

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

See above references along with the attached references

(Name)

(Address)

(Phone Number)

(Name)

(Address)

(Phone Number)

(Name)

(Address)

(Phone Number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

All individuals involved in this contract have chemical distribution and chemical sales background.

11. State the name(s) of the individual(s) who will have personal supervision of the work:

Todd Whitaker

Stacy Ziegler

Customer Solutions

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATION STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE AGREEMENT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE AGREEMENT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR AGREEMENT.

Signature: 

Washington
State of Florida

County of King

On this the 27th day of March, 2023, before me by means of X physical presence or
 online notarization, the undersigned Notary Public of the State of Florida, personally
appeared Stacy Ziegler and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that
he/she/they executed it.


NOTARY PUBLIC, STATE OF FLORIDA

Jennifer M Perras

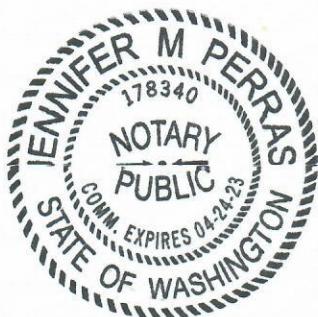
(Name of Notary Public: Print,
Stamp or Type as Commissioned.)

Personally known to me, or
 Produced identification:

Known

(Type of Identification Produced)

DID take an oath, or DID NOT take an oath



CITY OF MARGATE – E-VERIFY FORM

Project Name:	Furnish and Deliver Sodium Hydroxide 50% by weight
Project No.:	2023-006

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Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a Agreement with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

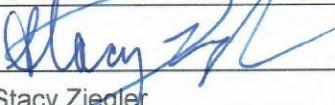
“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the Agreement with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the Agreement with the City of Margate; and
- c) Should vendor become successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.

COMPANY CONTACT INFORMATION

Company Name: Univar Solutions USA, Inc.

Authorized
Signature: 

Print Name: Stacy Ziegler

Title Municipal Specialist

Date: 3/27/2023

Phone: (253) 872-5023

Email: muniteam-west@univarsolutions.com

Website: www.univarsolutions.com

ATTACHMENT A
SAMPLE INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	FAX (A/C, No.):
	PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
INSURED	INSURER(S) AFFORDING COVERAGE	
	INSURER A :	NAIC #
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW ARE AFFORDED 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 PROVIDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN ARE AS OF 1/1/09 AND HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR W/	NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY	GENERAL LIABILITY					EACH OCCURRENCE \$ 1M
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5K
						PERSONAL & ADV INJURY \$ 1M
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 1M
POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1M
						\$
						COMBINED SINGLE LIMIT (Ea accident) \$ 500K
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
						\$
AUTOMOBILE LIABILITY						
<input checked="" type="checkbox"/> ANY AUTO						
ALL OWNED AUTOS						
SCHEDULED AUTOS						
Hired AUTOS						
NON-OWNED AUTOS						
UMBRELLA LIAB	OCCUR					EACH OCCURRENCE \$
EXCESS LIAB	CLAIMS-MADE					AGGREGATE \$
DEDUCTIBLE						\$
RETENTION \$						\$
Note:						
X WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	When applicable, the insured shall provide a copy of authorized certificate or			WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	<input type="checkbox"/>				OTH. \$
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below					
			Workers Compensation Exemption			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						
The City of Margate shall be listed as additional insured as required by the Agreement.						

CERTIFICATE HOLDER		CANCELLATION	
The City of Margate (Department Name) 5790 Margate Blvd Margate, Florida 33063		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	

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CERTIFICATE OF ANALYSIS

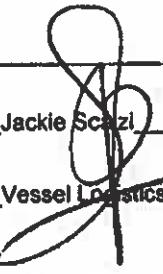


Univar USA Inc
221 Boston Post Road East, Suite 220
Marlborough, MA
Tel: 508 480 6720
Fax: 508 480 8712
www.univarsolutions.com

DATE:	3/16/2022	REPLACES:	2/21/2023
PRODUCT:	Sodium Hydroxide 50%	TERMINAL:	BWC Terminals, Jacksonville, FL
PRODUCT GRADE:	Membrane	TANK:	802
UNIVAR LOT NUMBER:	4526109132	SHIPMENT:	ATC-21 V.62

<u>TEST</u>	<u>RESULTS</u>		<u>SPECIFICATIONS</u>
SODIUM HYDROXIDE (NaOH)	50.52	Wt %	49.00 – 51.50
SODIUM CHLORIDE (NaCl)	81	PPM	100 Max
SODIUM CHLORATE (NaClO ₃)	24	PPM	65 Max
SODIUM SULFATE (Na ₂ SO ₄)	11	PPM	150 Max
SODIUM OXIDE (Na ₂ O)	39.14	Wt %	38.00 – 39.90
SODIUM CARBONATE (Na ₂ CO ₃)	0.04	Wt %	0.10 Max
IRON (Fe)	3.0	PPM	5.0 Max
SPECIFIC GRAVITY	1.5323		1.5162 – 1.5476
COLOR/APPEARANCE	Clear & Bright		

Univar USA Inc.


 _____ (Signature)
 Jackie Schild _____ (Print Name)
 Vessel Logistics Mgr. _____ (Job Title)



Certified to
KOSHER-DRC

Maximum Use Level: 100mg/L (50% Sodium Hydroxide)
Maximum Use Level: 200mg/L (25% Sodium Hydroxide)

This product meets test results of the Food Chemicals Codex, Latest Edition Monograph (FCC).
This product is Kosher certified.

Consult the SDS for additional information.

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

QA 6.20 x 4: 8/19/2015

Safety Data Sheet

CAUSTIC SODA 50%

Version 1.8

Revision Date: 08/29/2022

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name : CAUSTIC SODA 50%

Recommended use of the chemical and restrictions on use

Recommended use : Reserved for industrial and professional use.

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.

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Version 1.8

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

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

P363 Wash contaminated clothing before reuse.

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	50 - 70

Actual concentration is withheld as a trade secret

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

SECTION 4. FIRST AID MEASURES

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

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

In case of skin contact : Immediate medical treatment is necessary as untreated wounds from corrosion of the skin heal slowly and with difficulty.
If on skin, rinse well with water.
If on clothes, remove clothes.

In case of eye contact : Small amounts splashed into eyes can cause irreversible tissue damage and blindness.
In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice.

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Continue rinsing eyes during transport to hospital.
Remove contact lenses.
Protect unharmed eye.
Keep eye wide open while rinsing.
If eye irritation persists, consult a specialist.
Take victim immediately to hospital.

If swallowed : Keep respiratory tract clear.
Do NOT induce vomiting.
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.

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.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures : Use personal protective equipment.

Environmental precautions : Prevent product from entering drains.
Prevent further leakage or spillage if safe to do so.
If the product contaminates rivers and lakes or drains inform respective authorities.

Methods and materials for containment and cleaning up : Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal.

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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. To avoid spills during handling keep bottle on a metal tray. Dispose of rinse water in accordance with local and national regulations.

Conditions for safe storage : Keep container tightly closed in a dry and well-ventilated place. Containers which are opened must be carefully resealed and kept upright to prevent leakage. Observe label precautions. Electrical installations / working materials must comply with the technological safety standards.

Recommended storage temperature : > 16 °C

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/m3	ACGIH
		C	2 mg/m3	NIOSH REL
		TWA	2 mg/m3	OSHA Z-1
		C	2 mg/m3	OSHA P0
		C	2 mg/m3	CAL PEL

Personal protective equipment

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

Hand protection

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Remarks	: The suitability for a specific workplace should be discussed with the producers of the protective gloves.
Eye protection	: Eye wash bottle with pure water Tightly fitting safety goggles Wear face-shield and protective suit for abnormal processing problems.
Skin and body protection	: Impervious clothing Choose body protection according to the amount and concentration of the dangerous substance at the work place.
Hygiene measures	: When using do not eat or drink. When using do not smoke. Wash hands before breaks and at the end of workday.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	: liquid
Colour	: No data available
Odour	: No data available
Odour Threshold	: No data available
pH	: 14
Freezing Point (Melting point/freezing point)	: 12 - 15 °C (54 - 59 °F)
Boiling Point (Boiling point/boiling range)	: 140 - 145 °C (284 - 293 °F)
Flash point	: does not flash
Evaporation rate	: No data available
Flammability (solid, gas)	: No data available
Upper explosion limit	: No data available
Lower explosion limit	: No data available
Vapour pressure	: No data available
Relative vapour density	: No data available
Relative density	: 1.5298
Density	: 12.76 lb/gal
Water solubility	: No data available

Safety Data Sheet

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Version 1.8

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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 : Corrosive to metals
Exothermic reaction with acids.

Chemical stability : Stable under normal conditions.

Possibility of hazardous reactions : No decomposition if stored and applied as directed.

Conditions to avoid : Freezing temperatures.
Heat

No data available

Incompatible materials : Acids
Metals
Oxidizing agents
Halogenated compounds
organic nitro compounds
Zinc
Acids
Halogenated compounds
Metals
organic nitro compounds
Zinc

Hazardous decomposition products : Hydrogen

SECTION 11. TOXICOLOGICAL INFORMATION

Acute toxicity

Components:

1310-73-2:

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

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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

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

No data available

Persistence and degradability

No data available

Bioaccumulative potential

No data available

Mobility in soil

No data available

Other adverse effects

Product:

Ozone-Depletion Potential : Regulation: 40 CFR Protection of Environment; Part 82 Pro-

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tection 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

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	2000
Sodium hydroxide	1310-73-2	1000	2000

SARA 304 Extremely Hazardous Substances Reportable Quantity

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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 SOCMi 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

1310-73-2 Sodium hydroxide

7732-18-5 Water

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

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

TSCA : On TSCA Inventory

DSL : All components of this product are on the Canadian DSL

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

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

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

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

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

Safety Data Sheet

CAUSTIC SODA 50%

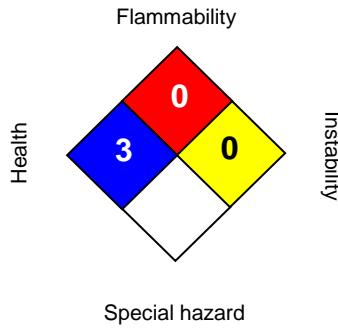
Version 1.8

Revision Date: 08/29/2022

IECSC

: On the inventory, or in compliance with the inventory

SECTION16. OTHER INFORMATION

NFPA:

HMIS III:

HEALTH	3
FLAMMABILITY	0
PHYSICAL HAZARD	0

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

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

Revision Date : 08/29/2022

Material number:

16191539, 16188943, 16188859, 16188905, 40509, 16144372, 85833, 16187875, 16187706, 16187503, 16187172, 16184289, 16184571, 16183215, 16183115, 16181535, 16174812, 16176162, 16176725, 16175550, 16177057, 16176719, 16176286, 16175611, 16175549, 16177342, 16174633, 16176146, 16175652, 16175317, 16174795, 16174563, 16176924, 16180636, 16169042, 16168322, 16168270, 16168140, 16168139, 16179411, 16169006, 16168617, 16150547, 16162842, 16162538, 16144429, 16173515, 16168911, 16162950, 16162022, 16144216, 16143594, 16162020, 16168720, 16166706, 16152119, 16173289, 16179365, 16166192, 16137935, 16161861, 16143735, 16151817, 85472, 52714, 71460, 54298, 16168314, 16146819, 16163462, 16148908, 16144035, 16166958, 16166445, 16137825, 16151508, 16151289, 16160192, 16147037, 16156058, 16155066, 16135486, 16159912, 16141649, 16140194, 16064783, 16064423, 16036726, 16036725, 613255, 122390, 70451, 103323, 69362, 69435, 16158900, 16135663, 16144460, 16141402, 16155700

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

ACGIH	American Conference of Government Industrial Hygienists	LD50	Lethal Dose 50%
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Safety Data Sheet

CAUSTIC SODA 50%

Version 1.8

Revision Date: 08/29/2022

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



The Public Health and Safety Organization

NSF Product and Service Listings

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

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

<http://info.nsf.org/Certified/PwsChemicals>Listings.asp?>

CompanyName=Univar+Solutions+USA%2C+Inc%2E&ChemicalName=Sodium+Hydroxide&PlantCountry=UNITED+STATES&

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

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

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

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

Facility : # 2 St. Louis, MO

Sodium Hydroxide

Trade Designation	Product Function	Max Use
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 25%	Corrosion & Scale Control pH Adjustment	200mg/L
Caustic Soda 30% Solution	Corrosion & Scale Control pH Adjustment	165mg/L
Caustic Soda 50% Solution	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
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

Facility : # 2 Distribution Center - Toledo, OH

Sodium Hydroxide

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

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

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

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

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

Trade Designation	Product Function	Max Use
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**Sodium Hydroxide**

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

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

Sodium Hydroxide

Trade Designation	Product Function	Max Use
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**

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

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

Facility : Redwood City, CA**Sodium Hydroxide**

Trade Designation	Product Function	Max Use
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

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

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

Facility : Distribution Center - Jacksonville Contanda Terminal, FL

Sodium Hydroxide	Product Function	Max Use
Trade Designation		
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 Certified by NSF International.

Facility : Distribution Center - Tampa, FL

Sodium Hydroxide	Product Function	Max Use
Trade Designation		
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**Sodium Hydroxide**

Trade Designation	Product Function	Max Use
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**Sodium Hydroxide**

Trade Designation	Product Function	Max Use
Caustic Soda 15%	pH Adjustment	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 - Dallas, GA**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 50%	pH Adjustment	100mg/L

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

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

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</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 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**Sodium Hydroxide****Trade Designation**

Trade Designation	Product Function	Max Use
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 pH Adjustment	200mg/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	100mg/L
Weak Caustic	Corrosion Control pH Adjustment	100mg/L

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

Facility : Distribution Center - Nampa, ID**Sodium Hydroxide****Trade Designation**

Trade Designation	Product Function	Max Use
Caustic Soda 25%	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 : Bedford Park, IL

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 20%	pH Adjustment	250mg/L
Caustic Soda 15%	pH Adjustment	333mg/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 - 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

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

Facility : Distribution Center - Sauget, IL

Sodium Hydroxide

Trade Designation	Product Function	Max Use
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	Corrosion & Scale Control pH Adjustment	100mg/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 Certified by NSF International.

Facility : Distribution Center - Sergeant Bluff, IA

Sodium Hydroxide

Trade Designation	Product Function	Max Use
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

Sodium Hydroxide

Trade Designation	Product Function	Max Use
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

Sodium Hydroxide

Trade Designation	Product Function	Max Use
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

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

Facility : Baltimore, MD

Sodium Hydroxide

Trade Designation	Product Function	Max Use
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 pH Adjustment	165mg/L
Caustic Soda 35%	Corrosion & Scale Control pH Adjustment	143mg/L

Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L
Sodium Hydroxide 10%	Corrosion & Scale Control pH Adjustment	500mg/L
Sodium Hydroxide 15%	Corrosion & Scale Control pH Adjustment	333mg/L
Sodium Hydroxide 20%	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 35%	Corrosion & Scale Control pH Adjustment	143mg/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 : 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

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
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 - Omaha, NE

Sodium Hydroxide

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

Trade Designation	Product Function	Max Use
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

Trade Designation	Product Function	Max Use
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

Trade Designation	Product Function	Max Use
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide	pH Adjustment	
Sodium Hydroxide 50%	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 : Charlotte, NC

Sodium Hydroxide

Trade Designation	Product Function	Max Use
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

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

Facility : Wilmington, NC**Sodium Hydroxide**

Trade Designation	Product Function	Max Use
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**Sodium Hydroxide**

Trade Designation	Product Function	Max Use
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

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

Facility : Distribution Center - Cincinnati, OH

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 50%	Corrosion & Scale Control pH Adjustment	100mg/L

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

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

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

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

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

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
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 : Morrisville, PA

Sodium Hydroxide

Trade Designation	Product Function	Max Use
Caustic Soda 25%	pH Adjustment	200mg/L
Caustic Soda 50%	pH Adjustment	100mg/L
Sodium Hydroxide 25%	pH Adjustment	200mg/L
Sodium Hydroxide 50%	pH Adjustment	100mg/L

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

Facility : Providence, RI

Sodium Hydroxide

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

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

Facility : Spartanburg, SC

Sodium Hydroxide

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

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

Sodium Hydroxide

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

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
Caustic Soda 20%	Corrosion & Scale Control pH Adjustment	250mg/L
Caustic Soda 27%	Corrosion & Scale Control pH Adjustment	185mg/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 20%	pH Adjustment	250mg/L
Sodium Hydroxide 27%	Corrosion & Scale Control pH Adjustment	185mg/L
Sodium Hydroxide Solution	Corrosion & Scale Control pH Adjustment	100mg/L
	Corrosion & Scale Control	

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 pH Adjustment	156mg/L
Caustic Soda 50%	Corrosion Control pH Adjustment	100mg/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	100mg/L

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

Facility : Distribution Center - Vancouver, 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 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
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 : Kent, WA

Sodium Hydroxide

Trade Designation	Product Function	Max Use
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

Trade Designation	Product Function	Max Use
Caustic Soda 10%	Corrosion & Scale Control	500mg/L
Caustic Soda 12.5%	pH Adjustment	
Caustic Soda 20%	Corrosion & Scale Control	400mg/L
Caustic Soda 25%	pH Adjustment	
Caustic Soda 30%	Corrosion & Scale Control	250mg/L
Caustic Soda 35%	pH Adjustment	
Caustic Soda 50%	Corrosion & Scale Control	200mg/L
	pH Adjustment	
	Corrosion & Scale Control	165mg/L
	pH Adjustment	
	Corrosion & Scale Control	143mg/L
	pH Adjustment	
	Corrosion & Scale Control	100mg/L
	pH Adjustment	

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

Facility : Dallas Bekay Street, TX

Sodium Hydroxide

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

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

Facility : Houston, TX**Sodium Hydroxide**

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

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

Facility : Phoenix 45th Avenue, AZ

Sodium Hydroxide

Trade Designation	Product Function	Max Use
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**

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

Number of matching Manufacturers is 2

Number of matching Products is 420

Processing time was 2 seconds

NACD Responsible Distribution Process Code of Management Practice

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

I. Risk Management

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

II. Compliance Review and Training

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

III. Carrier Selection

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

IV. Handling and Storage

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

V. Job Procedures and Training

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

VI. Waste Management and Conservation Practices

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

VII. Emergency Response and Public Preparedness

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

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

VIII. Community Outreach

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

IX. Product Stewardship

Customers

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

X. Internal RDP Audits

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

XI. RDP Corrective and Preventive Action

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

XII. RDP Document and Data Control

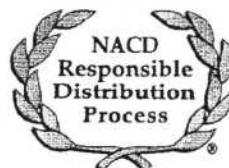
- A. Member companies shall establish and maintain a documented system to control all policies and procedures supporting RDP. In addition, member companies shall maintain a documented system to control the documents and data relating to RDP itself as issued by the National Association of Chemical Distributors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

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

NACD Responsible Distribution Process

Guiding Principles

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



RDP – What Is It?

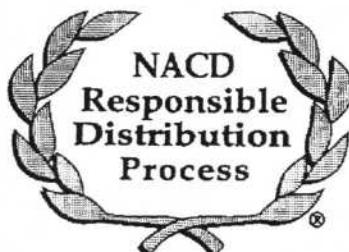
Univar is a member of the National Association of Chemical Distributors. This trade association developed the Responsible Distribution ProcessSM (RDP), which focuses on the responsible management and distribution of chemicals.

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

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

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

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





Company ID Number: 176511

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Univar USA Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

- A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
- B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

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ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

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after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Univar USA Inc.

Linda J Jennings

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/06/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/06/2009

Date



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Univar USA Inc.

Company Facility Address: 17425 NE Union Hill Rd.

Redmond, WA 98052

Company Alternate Address:

County or Parish: KING

Employer Identification Number: 911347935

North American Industry Classification Systems

Parent Company:

Number of Employees: 2,500 to 4,999

Number of Sites Verified for: 157

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- LOUISIANA 3 site(s)

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• UTAH	2 site(s)
• MARYLAND	1 site(s)
• HAWAII	1 site(s)
• VIRGINIA	3 site(s)
• WYOMING	2 site(s)
• RHODE ISLAND	1 site(s)
• GEORGIA	7 site(s)
• NEBRASKA	1 site(s)
• OREGON	2 site(s)
• MINNESOTA	2 site(s)
• WASHINGTON	6 site(s)
• IDAHO	2 site(s)
• KENTUCKY	2 site(s)
• NORTH CAROLINA	6 site(s)
• FLORIDA	11 site(s)
• PENNSYLVANIA	7 site(s)
• OHIO	7 site(s)
• WISCONSIN	2 site(s)
• INDIANA	5 site(s)
• NEVADA	2 site(s)
• NEW YORK	5 site(s)
• NEW JERSEY	3 site(s)
• NEW MEXICO	2 site(s)
• SOUTH CAROLINA	3 site(s)
• KANSAS	1 site(s)
• IOWA	1 site(s)
• MASSACHUSETTS	3 site(s)
• PUERTO RICO	1 site(s)
• OKLAHOMA	3 site(s)
• CALIFORNIA	13 site(s)
• ALASKA	1 site(s)
• COLORADO	1 site(s)
• MICHIGAN	4 site(s)
• MISSOURI	6 site(s)
• ALABAMA	3 site(s)
• ARIZONA	3 site(s)
• TEXAS	21 site(s)
• TENNESSEE	6 site(s)
• ILLINOIS	2 site(s)



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Linda J Jennings	Fax Number:	(425) 889 - 4123
Telephone Number:	(425) 889 - 3648		
E-mail Address:	linda.jennings@univarusa.com		
Name:	Tracy Bylund	Fax Number:	(425) 889 - 4123
Telephone Number:	(425) 889 - 3484		
E-mail Address:	tracy.bylund@univarusa.com		