

Meeting Date: 6/11/2013

Report Type: Consent

Report ID: 2013-00441

Title: Agreement: Crystalline Sodium Fluoride for Drinking Water Treatment of Wells

Location: Citywide

Issue: Crystalline Sodium Fluoride is used to fluoridate the water per permit requirements from the State of California, Department of Public Health and an inventory is needed to ensure continuation of services to customers.

Recommendation: Pass a Motion 1) awarding a contract for the purchase of Crystalline Sodium Fluoride (Bid# B13141111008) to Univar USA, Inc. in an amount not to exceed \$612,000, for an initial term of one year with four one-year renewal options and 2) authorizing the City Manager, or the City Manager's designee, to approve the one year extensions of the initial contract term, provided that sufficient funds are available for this purpose in the budget adopted for the applicable fiscal year(s).

Contact: Mike Malone, Field Services Manager, (916) 808-6226; Dave Phillip, Water and Sewer Superintendent, (916) 808-5652, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Plant Svcs Administration

Dept ID: 14001211

Attachments:

1-Description/Analysis

2-Background

3-Exhibit A - B13141111008 Crystalline Sodium Fluoride

4-Exhibit B - CC Bid Recap Form_B13141111008

5-Exhibit C - NPS Crystalline Sodium Fluoride Univar

City Attorney Review

Approved as to Form
Joe Robinson
6/4/2013 11:03:58 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
5/28/2013 3:31:20 PM

Approvals/Acknowledgements

Department Director or Designee: Dave Brent - 6/3/2013 11:48:32 AM

Description/Analysis

Issue: The Department of Utilities (DOU) operates multiple drinking water wells throughout the city. During the water treatment process, crystalline sodium fluoride is used to fluoridate the water per permit requirements from the State of California, Department of Public Health. As such, the DOU has an ongoing need for crystalline sodium fluoride inventory.

The DOU is proposing to obtain a one-year contract for the purchase of crystalline sodium fluoride with the option to renew annually for an additional four years for a total of no more than five years.

Policy Considerations: City Council approval is required for purchase contracts of \$100,000 or more.

Economic Impacts: Not applicable.

Environmental Considerations: The use of crystalline sodium fluoride is an ongoing activity at the drinking water wells. This agreement would not result in any substantial change in the existing well operations and processes. The use of crystalline sodium fluoride is regulated by permit requirements for the State of California, Department of Public Health.

The Community Development Department's Environmental Planning Services Division has reviewed the project and has determined the project is exempt under the California Environmental Quality Act (CEQA), under Section 15061(b)(3) of the CEQA Guidelines. The activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment the activity is not subject to CEQA. In addition, the ongoing purchase of supplies is not a "project" under CEQA Guidelines Section 15378(b)(2).

Sustainability: The crystalline sodium fluoride purchased under this contract complies with the City's Sustainability Master Plan.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The DOU has an ongoing need to purchase crystalline sodium fluoride for its inventory to ensure continuation of services to its customers. The Department advertised for bids through the City Clerk and City Procurement website and City Clerk opened two bids on May 22, 2013. The responsible and responsive low bidder was Univar USA, Inc.

Financial Considerations: The proposed contract has an initial one-year term, with the option to extend for up to four additional one-year terms, for a total amount not-to-exceed \$612,000 for the maximum five-year term. Sufficient funding for the initial one-year term, in the amount of \$90,625 is available in the Department of Utilities, Plant Services Division FY2013/14 operating budget (as proposed). Extensions of the contract in succeeding fiscal years shall be subject to funding availability in the adopted budgets for each fiscal year.

Emerging Small Business Development (ESBD): Univar USA, Inc. is not certified as an emerging or small business enterprise firm.

Background

The Department of Utilities (DOU), Plant Services Division, operates multiple well sites for drinking water. During the water treatment process, Crystalline Sodium Fluoride is used to fluoridate the water per permit requirements from the State of California, Department of Public Health.

The Plant Services Division is requesting approval to obtain a one-year contract, with the option to renew yearly for an additional four years, for a total term of no more than five years. Per Bid #B13141111008, the low bidder's unit price is \$36.25 per 50 pound bag (\$0.725 per pound) at the estimated 2,500 pounds, for an initial one year total of \$90,625. The proposed pricing of \$36.25 per 50 pound bag is currently 8.8% lower than our current FY 2012/13 pricing of \$39.75 per 50 pound bag (\$0.795 per pound).

Pricing for subsequent years is subject to increases or decreases due to market demand and outside costs such as rail or freight expenses. Any increase in price for subsequent years requires written justification and is subject to review and approval by City staff. In addition, amount of chemical quantities used fluctuates from year to year and is dependent on multiple variables (i.e. amount of rainfall, river turbidity, temperature, drinking water demand, etc.). In order to cover any potential increases in cost and/or increased quantities of materials used over the next five years, we have estimated an average 15% increase per year. DOU is requesting a not-to-exceed amount of \$612,000 for the maximum potential term of five years. The table below indicates potential yearly cost increases, assuming a 15% per year cost increase.

Year 1	Year 2	Year 3	Year 4	Year 5	Total
\$90,625	\$104,219	\$119,852	\$137,830	\$158,505	\$611,031



CITY OF SACRAMENTO

Department of Utilities

Bid Number: B13141111008

INVITATION FOR BID And Contract Specifications For Supplies

FOR: Crystalline Sodium Fluoride (NaF)

Bids Must Be Received Up To The Hour of 2:00 P.M. on May 22, 2013

Bids Must Be Submitted To: City Clerk's Office
P.O. Box 122391
Sacramento, CA 95812-2391

Pre-Bid Conference:
Mandatory: [] Yes
 [X] No

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:
(Bidder to complete the following information)

Name of Bidder: Univar USA Inc
Address: 8201 S. 212th St
City, State, Zip Code: Kent, WA 98032
Phone Number: 253-812-5000
Email Address: muniteam@univarusa.com

CITY OF SACRAMENTO

**Bid No. B13141111008
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SECTION I REQUIREMENTS

SECTION I – REQUIREMENTS

A. "NO BID" RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM
ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If you do not want to submit a bid for this requirement, we are interested in knowing why. Please remove this form, complete the requested information, and **FAX your response to Deanne Neighbours at (916) 808-7955** If you have questions, please call the Procurement Office at (916) 808-6240. Thank you for your cooperation.

"NO BID" QUESTIONNAIRE
(Please complete all items that apply)

- We do not sell the products/services called for in this invitation for bid, but **we want to stay on the City's Bid List**. Please send necessary information so that the products/services we do provide can be updated on the City's Bid List.
- We are not interested in doing business with the City of Sacramento, because _____

- Other reasons/comments: _____

- Please send application forms for certification as an emerging and/or small business enterprise (E/SBE): *(Note: Application forms and information about becoming certified as an emerging and/or small business can be obtained via the Internet at: <http://www.cityofsacramento.org/esbd>).*

(Business Name)

(Street Address/P.O. Box)

(City, State, Zip)

(E-mail address)

Date: _____

Phone: _____

Contact: _____

SECTION I – REQUIREMENTS

B. BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With

1. **Additional Copies.** VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID AND 0 ADDITIONAL COP OF THIS BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.
2. **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.
 - a) To obtain an electronic version of this bid go to Procurement's website at <http://www.planetbids.com/portal/portal.cfm?CompanyID=15300>
 - b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the Closed Session Room # CH1104, 915 "I" Street, First Floor, Sacramento, CA, at or after 2:00 P.M. on, May 22, 2013. After opening, Bids may be inspected in the City Clerk's Office.

(Note: Bids must be submitted up to 2:00 P.M. on the above date)

- c) All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications. **Please note all submissions are subject to rejection when unsolicited alternate bids are submitted.**
4. **Bid Security.** Bid Security is: Required Not Required

If required, bid security approved by the City must accompany the bid, in the amount of ___ % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.
5. **Interest In More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).
6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.
7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.
- 7A. **City's Options.** City reserves the following options:
 1. The right to award in whole or in part.
 2. The right to reject all partial bids.
 3. The right to reject any or all bids or make no award.
 4. The right to issue subsequent Invitation For Bids (IFB).
 5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
 6. The right to waive any informality or irregularity in the bidding process and any bids.
 7. The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.

- 8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.
- 9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.
- 10. **Faithful Performance Bond.** A faithful performance bond is: Not Required Required

If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of _____.
- 11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.
- 12. **Mandatory Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. Failure to attend this conference will result in rejection of your bid. If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.
- 13. **Bid Inquiries.** Questions regarding this bid should be referred to:

Contractual Questions
Department Name: Utilities
Attention: Deanne Neighbours
Email: dneighbours@cityofsacramento.org
Phone: (916)-808-3536

Technical Questions
Department Name: Utilities
Attention: Molly Clark-Baker
Email: mclark@cityofsacramento.org
Phone: (916)-808-5651

These inquiries must be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

- 14. **Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

If prospective bidders are bidding an item "or equal" the bidders shall list the manufacturer's name and product number of the item offered in the space provided. If such information is not provided, it will be assumed that the bidder is offering the exact item specified. The City's decision as to whether an item is an equal to the item specified shall be final.

15. **Determination of Lowest Responsible Bidder.** Sacramento City Code '3.56.020 provides that the lowest responsible bidder shall be determined as follows:
- a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.
 - b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.
 - c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of small business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.
16. **Pre-Award Conference.** The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.
17. **Award by Item or Group.** The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.
18. **Multiple Awards.** The City reserves the right to make multiple awards in order to provide alternate sources to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary contractor(s).
19. **Contract Award.** Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90th day following the day of this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.
20. **Emergency/Declared Disaster Requirements.** In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this contract may be subjected to unusual usage. The consultant/vendor/supplier shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the consultant/vendor/supplier shall apply to serving the City's needs regardless of the circumstances. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

- 21. Acceptable bid format.** All bids must show the full name of the firm bidding and must be on forms furnished by the City of Sacramento. All responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil will not be considered.
- 22. Submission of Bids.** The City is not responsible for misaddressed bids. Please assure that you utilize the address appropriate for the method of delivery. Bid submissions made via commercial express courier (FedEx, United Parcel Svs.) must be addressed as follows:

**City of Sacramento
915 I Street, New City Hall Building
First Floor, Room 1119 (Passport Acceptance Area)
Sacramento, CA. 95814-2604**

Bid submissions made via personal delivery shall be delivered to:

**City of Sacramento
915 I Street, New City Hall Building
First Floor, Room 1119 (Passport Acceptance Area)
Sacramento, CA. 95814-2604**

23. Bid Protest. Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. Sections 3.60.460 - 3.60.560 of the Sacramento City Code are available at: <http://www.qcode.us/codes/sacramento/>.

24. City of Sacramento Boycott of Arizona-Headquartered Businesses. On June 15, 2010, the Sacramento City Council adopted Resolution No. 2010-346 opposing two Arizona laws (SB 1070 and HB 2162) that will allow Arizona police to arrest individuals suspected of being unlawfully present in the United States and to charge immigrants with a state crime for not carrying immigration documents. Sacramento City Council Resolution No. 2010-346 also called for a boycott of the State of Arizona and businesses headquartered in Arizona until Arizona repeals or a court nullifies SB 1070 and HB 1262. Resolution No. 2010-346 provides, in pertinent part, that "where practicable and where there is no significant additional cost to the City, the City of Sacramento shall not enter into any new, amended, extended or supplemental contracts to purchase or procure goods or services from any business or entity that is headquartered in Arizona ..."

**SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A
BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.**

SECTION I – REQUIREMENTS

C. BID SIGNATURE PAGE

BID NO. B13141111008

FOR SERVICES/SUPPLIES: Crystalline Sodium Fluoride

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the Abidder@ or the AContractor@) submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the Contract Documents, are fully incorporated herein by this reference and are collectively referred to as the Contract. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Univar USA Inc

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

PHONE #: 253-872-5000 FAX #: 253-872-5041 E-MAIL: muniteam@univarusa.com

STATE TAX I.D. #: 5704-30-700400 FED. TAX I.D. #: 91-1347935
1003220

City of Sacramento Business Operation Tax Certificate #: 1003220
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership
 Corporation Limited Liability Company
 Other (please specify: _____)

BY: (signature of authorized person) Jennifer M Perroy

PRINT NAME: Jennifer M Perroy

TITLE: Municipal Specialist

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

FOR CITY USE ONLY

The Bid was opened on _____.

Bid Bond Required: No; Yes - Amount: \$ _____

Received: Cashiers or Certified Check drawn on a California bank; Surety Bond

City Clerk

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: _____

Contract Not-to-Exceed Amount: \$ _____

Award Date: _____

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:

City Attorney

City Manager
(Or Authorized Designee)

City Clerk

D. EQUAL BENEFITS ORDINANCE (EBO) REQUIREMENTS

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

- (a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.
- (b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."
- (c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

ATTACHMENT A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages- Reasonable attorney's fees and costs

ATTACHMENT B



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Procurement Services Division, at the same address, containing the details of the alleged violation.

**E. LOCAL BUSINESS ENTERPRISE (LBE)
PREFERENCE PROGRAM REQUIREMENTS**
(City Contracts, no Federal Funds Used)

I. LBE PREFERENCE PROGRAM

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise Preference (LBE) Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities.

The LBE Program provides for a two percent (2%) preference on all City procurement opportunities under \$100,000. For professional service contracts only, this preference also applies to procurement opportunities of \$100,000 or more.

A bid or quotation submitted by a firm that is located within Sacramento city and/or the unincorporated county of Sacramento will receive a two percent (2%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 2% bid evaluation preference, the bid of an LBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid.

Bidders shall submit proof to the City demonstrating that the businesses in compliance with all applicable laws relating to licensing and is not delinquent on any City of Sacramento or County of Sacramento taxes, permits, or fees.

II. LBE QUALIFICATION

- A. A LBE designated in the bid must be qualified as a LBE prior to the time bids are received.
- B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:
 - 1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License; and
 - 2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento:
 - a. The LBE's principle business office or workspace; or
 - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.
- C. A LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.
- D. A LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

III. APPLICATION OF LBE PREFERENCE

- A. When applying the LBE preference to a Bid, the preference shall apply to the Bid price solely for Bid evaluation purposes such that the total price bid by a Local Business shall be reduced by two percent (2%) of the amount bid by that Local Business, and the reduced Bid amount shall be deemed the amount bid by that bidder. The Contract price shall in all events be the amount Bid by the successful bidder awarded the Contract.
- B. When applying the LBE preference to a Proposal, the preference shall apply in the form of additional points to the Proposal's final score such that the score awarded to a Proposal submitted by a Local Business is increased by two percent (2%) of the total possible evaluation points.
- C. The LBE preference can be applied to Bids and Proposals in addition to the City of Sacramento Emerging and Small Business Development five percent (5%) preference program. Any bid or quotation submitted by a contractor that is certified as a Small Business Enterprise (SBE) or that is certified as an Emerging Business Enterprise (EBE) by the City of Sacramento, receives a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder.
- D. The LBE preference shall apply to all City procurement opportunities under \$100,000 and professional service contracts of \$100,000 or more

IV. DEFINITIONS

- A. **Local Business Enterprise (LBE):** A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.
- B. **Emerging Business Enterprise (EBE):** The City shall certify EBEs utilizing the small business certification criteria and standards of the State of California, General Services Department, Office of Small Business Certification and Resources, that were in effect on December 1, 1998 provided that the size standard, industry by industry, shall be set at 50% of the State small business certification criteria and standards that were in effect on December 1, 1998.
- C. **Small Business Enterprise (SBE):** The City shall certify SBEs utilizing the small business certification criteria and standards of the State of California, General Services Department, Office of Small Business Certification and Resources. The City will also accept State certified SBEs.
- D. **Proposal:** Any response to a City solicitation for Proposals or Qualifications.
- E. **Bid:** Any response to a City solicitation for bids.

SECTION II CONTRACT DOCUMENTS

SECTION II – CONTRACT DOCUMENTS

A. GENERAL CONDITIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. Licenses; Permits, Etc. CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole

cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflict of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.
7. **CONTRACTOR Information.**
 - A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for

any unauthorized modification or use of such information for other than its intended purpose by CITY.

- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

- A. **Termination for Cause.** If the City determines that the Contractor's performance is not satisfactory, and notifies the Contractor of such determination in writing, the Contractor shall correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the

Contractor fails to correct the unsatisfactory condition(s) within 5 days, the City may declare the Contract terminated upon 30 days written notice and may, in the City's sole discretion, demand performance by the Contractor's surety, if any, or contract for performance of all or part of the remainder of Contract with another contractor. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor shall again fail to satisfactorily perform pursuant to the Contract, City may thereupon terminate the Contract immediately, with no prior notice. In the event of termination hereunder, the Contractor and/or its surety shall be liable and assessed for any and all costs for re-procurement and completion of the Contract.

- B. Termination for Convenience. The City may terminate the Contract, in whole or in part, for its convenience and without cause upon giving written notice to the Contractor. The City shall pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with such termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned, or any other costs, which have not been incurred, as of the date of termination.
- C. Termination After Completion Date. If the Contractor fails to complete its performance of the Contract within the time specified in the Contract (including any approved extension of such time), if any, the Contract may be terminated and, in the event of such termination, the Contractor shall not be paid or allowed any further compensation for any costs incurred after such termination. The City may thereafter proceed to complete the Contract either by rebidding or otherwise, the Contractor and its surety, if any, shall be liable to the City for all loss or damage that the City may suffer on account of the Contractor's failure to complete the Contract on time. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of

CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

 X Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

 X Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects auto liability.

C. Other Insurance Provisions

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

- (1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be

forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
 - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:

- A. Post-Award Amendments.
- B. Pricing Schedule(s), as corrected by City, if applicable.
- C. Pre-Award Addenda
- D. Special Provisions.
- E. Bid Instructions and Requirements
- F. General Conditions
- G. Technical Specifications and/or Plans

14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
20. **Inspection.** Merchandise will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of the Contract. If deficiencies are found, it shall be the responsibility of the Contractor to pick up the merchandise, make necessary correction and redeliver the merchandise for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.
21. **Funding Availability.**
- A. The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.
 - B. The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.
 - C. The Contract shall terminate without penalty at the end of the fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination, subject, further, to the limitation in subsection 11.B. of these General Conditions.
 - D. Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.
22. **Inspection of Facilities.** If requested by the City, the Contractor shall provide City with an inspection tour of Contractor's facilities at the location where the work under the Contract will be accomplished.
23. **Material Safety Data Sheets (MSDS).** It is mandatory for a manufacturer, Contractor or distributor to supply a MSDS with the first shipment of any hazardous material. Also at any time the content of an MSDS is revised, the Contractor shall provide new information relevant to the specific material.
24. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Procurement Services Division reserves the right at its sole discretion to terminate the Contract either for cause or for convenience as provided in Section 9 of these General Conditions.
25. **Payment and Invoicing.** Unless otherwise specified in the Contract Documents, payment for services rendered or materials provided and accepted by City will be made monthly, in arrears, after receipt of a proper invoice.

26. **Protection of Existing Facilities.** Contractor shall take every precaution to protect all public and private property during the performance of the Contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

27. **Guarantee.** By submitting its bid, the Contractor guarantees that all merchandise delivered and/or work or services performed under the Contract shall meet the minimum requirements set forth herein. If it is determined by the City that the merchandise delivered or work or services performed do not meet the minimum requirements of the Contract, the Contractor shall be required to correct the same at Contractor's sole expense.

SECTION II – CONTRACT DOCUMENTS

B. SPECIAL PROVISIONS

1. **Period of Performance.** Any contracts(s) resulting from this solicitation will be awarded with a base period beginning from **July 1, 2013** thru **June 30, 2014**.
2. **Contract Extension.** If mutually agreeable to both parties, any resultant contract may be extended on a year to year basis under the same terms and conditions. However, in no case shall the renewal extend beyond 5 years from the date of award of the original contract.
3. **Estimated Quantities.** The bid quantity specified is based upon current known requirements and is subject to increase or decrease at the same terms and conditions. Contractor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period.
4. **Invoices.** All Invoices under this Agreement shall be accompanied by (2) Proof of Publications which shall be sent to the person requesting the service. The printed proof(s) of the publication must be furnished using the same print used for the actual advertisement of printing on separate slips or sheets of paper. The invoice shall include the following information, at a minimum:
 - (1) Name of contractor
 - (2) Contract/Purchase Order number
 - (3) Description of advertisement item
 - (4) Date of advertisement
 - (5) Name of person placing Call
 - (6) Telephone of person placing call
5. **Billing Disputes.** Billing disputes will be addressed on an individual job by job basis. The burden of proof of an incorrect billing shall be on the Contractor. Upon presentation and verification of the information provided by the contractor, the City will review all records and make a final determination and present its finding to the Contractor.
6. **Payment Terms.** Payment terms are net 30 unless Contractor offers a prompt payment discount. All prompt payment discounts if taken shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of Contractor's invoice.
7. **Points of Contact.** Requests for service(s) may be made by one or several organizational levels within the City.

A. The contractual point-of-contact for this contract is:

Project Manager:	Deanne Neighbours
Department:	Utilities
Division	Plant Services
Address	1391 35th Avenue, Sacramento, CA 95822
Phone	(916) 808-3536
E-Mail	dneighbours@cityofsacramento.org

8. **Authorities / Technical Direction.** The Contractor shall take no direction from any City employee or any other person other than the Procurement Services Manager that changes the terms and condition of the contract action, the Scope of Work, or any change that impacts the cost/price or schedule. Changes authorized by the Procurement Manager will be in the form of a written, official, signed modification to the contract, received by the Contractor before the Contractor will act upon those changes.

9. **Document Protection.** Original documents shall be adequately protected at all times while they are in the possession of the Contractor and returned in the same condition as received.

The Contractor shall not duplicate or allow for duplication of distribution of electronic data provided to Contractor, or created by the Contractor, and may not provide said files for review or use to any third party without written permission from the City of Sacramento.

10. **Quantities Unrestricted.** The City is not limited to purchase all of its requirements from any contract resulting from this request.

11. **Purchase Order.** A Purchase Order will be issued to the Contractor on behalf of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th a second purchase order may be issued.

A. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract, and any modification thereto.

B. Delivery of material and/or services are not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

12. **Cooperative Purchasing.** If mutually agreeable to both parties, the use of any resulting contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

13. **Additional Services.** Those services not specifically named in the Pricing Schedule shall be negotiated on an individual basis.

14. **Subcontracts and Assignments.** No portion of the work or services, except for the purchase of necessary goods and materials, to be supplied hereunder (including the use of consultants) may be subcontracted in whole or in part, nor assigned by the contractor, nor may assignment of any money due or to become due the contractor under this contract be made without the prior written consent of the City.

Where authorized by the City, the contractor shall select all subcontractors and suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.

15. **Pricing.** Prices are maximum for the term of the contract. In the event of a price decline, the benefit of such lower prices shall be immediately extended to the City.

16. **Notification of Material Changes in Business.** Contractor agrees that if experiences any material changes in its business including without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City.
17. **Confidentially of Information.** Contractor shall take all precautions necessary and appropriate to assure the confidentiality of City's record information. Contractor shall limit access to City's records only to contractor's authorized employees, except when they are authorized by the City, contractor shall not reproduce any of the City's records. The City shall have the right to review Contractor's procedures for handling City records and may make such inspections as it deems necessary to assure that Contractor is adequately safe-guarding City's record information.

Contractor acknowledges that in the course of providing services that they will have access to, and/or will be in possession of, confidential information of the City. Confidential information is defined as all information released to the Contractor for the purpose of having the Contractor perform the contracted for services.

The Contractor shall secure the City's confidential records in a manner to ensure that the information remains confidential. Contractor shall have access to the City's confidential information for the purposes of performing the contracted services.

18. **Termination for Unsatisfactory Performance.** Whenever, in the opinion of the Procurement Services Manager, the Contractor's performance is not satisfactory, the Contractor shall be advised of the reasons. If the Contractor fails to correct the unsatisfactory conditions within 5 days, the Procurement Services Manager may declare this contract terminated upon 30 days written notice and contract with another Contractor. The City shall have no obligation to give more than two notices of unsatisfactory performance in any calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor(s) shall again fail to satisfactorily perform services pursuant to this contract, City may thereupon terminate this contract immediately. In the event of termination hereunder, the Contractor and/or surety will be liable and assessed for any and all costs for the re-procurement of the contract services.
19. **Inspection of Facilities.** The City may require an inspection tour of Contractor's facilities at the location where the work on this contract will be accomplished.
20. **Modification of Contract.** The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

A. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.

B. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

21. Environmentally Preferable Procurement

The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

[http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable Purchasing Policy_SPP.pdf](http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable_Purchasing_Policy_SPP.pdf) or by contacting the Procurement Services Division at (916) 808-6240.

22. Award

The lowest responsible bidder(s) shall be required to enter into a non-professional services agreement with the City of Sacramento which is Attachment 1 of this bid.

SECTION II – CONTRACT DOCUMENTS

C. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS

The crystalline Sodium Fluoride (NaF) shall be furnished in accordance with these specifications.

QUALITY

The crystalline Sodium Fluoride supplied shall be in accordance with AWWA Standard B701-06. The Sodium Fluoride shall contain a minimum of 97% NaF (dry basis), corresponding to approximately 44% Fluoride ion. The manufacturer or supplier shall provide an affidavit that the Sodium Fluoride furnished under this specification complies with all applicable requirements of AWWA Standard B701-06 at the time of delivery. Also, this material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Chemicals- Health Effects.

The Sodium Fluoride supplied under this bid shall be a dry, coarse, crystalline material containing no lumps. Particle size distribution for the coarse grade of Sodium Fluoride shall comply with the following mesh size requirements.

1. At least 9% shall pass through US Standard Sieve Series No. 20 (850 μ m).
2. At least 50% shall be retained on US Standard Sieve Series No. 100 (150 μ m).
3. Not more than 5% shall pass through US Standard Sieve Series No. 325 (45 μ m).

The nephelometric turbidity of the saturated solution must be 2.0 NTU or less using Standard Methods for the Examination of Water and Wastewater, SM2130B. The total suspended solids of the saturated solution must be 100 mg/OL or less using Standard Methods, SM2540D.

MSDS, ANALYSIS DATA AND CERTIFICATION

Bidders shall supply the Material Safety Data Sheet, an analysis of the crystalline Sodium Fluoride, and the manufacturer's specification sheet as part of the bid package together with the location of the manufacturer's plant site.

Bidders shall also supply proof with each shipment that the proposed product has been certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF 60, Drinking Water Treatment Chemicals – Health Effects.

SAMPLES

Prior to the award of the contract, the City may require that samples be submitted for evaluation and/or testing. The samples provided by the Contractor shall represent the exact items and/or products bid and to be supplied. Samples must be received within 5 working days of the request for pre-award samples. Failure to satisfy any of the City's requirements and/or specifications may result in the rejection of the bid.

During the contract period, the City may perform selected inspections and tests to verify that the items and/or products supplied meet the requirements of this specification.

DELIVERY

Each delivery requested by the City will be for a minimum of 6,000 pounds or 120 fifty (50) pound bags. Delivery shall be made in 50 pound bags on 40 bag pallets and in no case shall bags be stacked more than 6 bags high.

Deliveries shall be made within three (3) working days after receipt of orders at any time during the contract period. Vendor shall contact the City at least 1 hour prior to delivery at the phone number listed below. Deliveries shall be made Monday through Friday, between 7:00 a.m. and 2:00 p.m., during which time the City will provide personnel to unload the pallets from the truck to receiving storage. Unless otherwise directed, failure to observe this time constraint may result in a delay of the unloading to the following day, at no additional cost to the City. Crystalline Sodium Fluoride shall be delivered to the following address:

**City of Sacramento
Combined Wastewater Treatment Plant
1391 35th Avenue
Sacramento, CA 95822
Control Room (916) 808-5226**

However, it may be required that the crystalline Sodium Fluoride be delivered to either of the following destinations:

**City of Sacramento
E.A. Fairbairn Water Treatment Plant
7501 College Town Drive
Sacramento, CA 95826**

**City of Sacramento
Sacramento River Water Treatment Plant
301 Water Street
Sacramento, CA 95814**

DELIVERY DOCUMENTATION AND PROTOCOL

The City of Sacramento delivery sites noted above require a fax and email from the Crystalline Sodium Fluoride supplier the day of delivery prior to arrival. Information listed below shall be emailed and faxed to the delivery facility contacts listed below prior to delivery. The fax and email must contain the following information;

1. Security Information Sheet (Must include the following)
 - Delivery Location
 - Driver Information
 - Estimated Time of Arrival
 - Bill of Lading Number
 - Truck number
 - License number

2. Driver Identification with photo

Upon arrival drivers will present the above information for verification by City of Sacramento personnel.

DELIVERY LOCATIONS AND CONTACTS

City of Sacramento
Combined Wastewater Treatment Plant
1391 35th Avenue
Sacramento, CA 95822
Control Room (916) 808-5226
Control Room Fax (916) 264-7724

Contacts:
Molly Clark-Baker
Phone-(916) 808-5651
email mclark@cityofsacramento.org

FREIGHT

All items are to be supplied F.O.B. Destination, prepaid and allowed. Contractor will bear and pay freight charges at time of shipment and will hold title to goods up until they are received by the City of Sacramento at the shipping destination. Contractor will be responsible for filing all claims for damaged or lost goods.

PAYMENT

Payment will be made on the basis of 97% NaF and approximately 44% available Fluoride ion. The contractor shall forward with each shipment a certification of the totals contained in each shipment.

SALES TAX

Sales tax is not applicable as this product is used in the production and purification of potable water for resale, California Resale Permit Number SYKH98-021076.

SAFETY PROCEDURES & PROGRAM

Bidders shall supply copies of their safety procedures and program as part of the bid package. All services and merchandise must comply with current California State Division of Industrial Safety Orders and Cal O.S.H.A.

SECTION III BIDDER RESPONSE DOCUMENTS

SECTION III – BIDDER RESPONSE DOCUMENTS

A. ITEMS REQUIRING BIDDER RESPONSE

NOTE: Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.

1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Economic Development, at (916) 808-6747.

A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

- YES – Our firm is certified by the City of Sacramento as a small business enterprise.
- NO -Our firm submitting is not certified by the City of Sacramento as a small business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number _____.

B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as an *emerging* business enterprise? Check the appropriate block below:

- YES - Our firm is certified by the City of Sacramento as an emerging business enterprise.
- NO - Our firm is not certified by the City of Sacramento as an emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number: _____.

2. LOCAL BUSINESS SALES/USE TAX DEDUCTION

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids. This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento? Yes; or No

If the answer to Question above is "Yes":

a) Provide the address of the bidder's fixed offices or locally taxable distribution point(s):

198 Opportunity St 4

Univar See attached tax cert.

Specify: fixed office location or distribution point(s): 198 opportunity st 4

b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: 1003220

3. DELIVERY GUARANTEE

Contractor guarantees delivery within 3 days after receipt of order (ARO).

4. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [] or No [(Net 30 days)]

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

5. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [] or No []

If Yes, what percentage discount would you offer the City to be paid through EFT? 0 %

6. CITY OF SACRAMENTO BOYCOTT OF ARIZONA-HEADQUARTED BUSINESSES:

Pursuant to the provisions of Resolution No. 2010-346, the City may determine that a bid from a business or entity that is headquartered in Arizona is nonresponsive and the City may reject the bid on that basis.

Bidders that are headquartered in the United States shall certify in the space below the state where the bidder is headquartered:

Washington state
State Where Bidder is Headquartered

SECTION III – BIDDER RESPONSE DOCUMENTS

**B. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL
BIDDER PRIOR TO START OF CONTRACT**

The following documents are required to be completed and submitted by the successful bidder prior to the award of contract of the contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

SECTION III – BIDDER RESPONSE DOCUMENTS

C. DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Univar USA Inc.

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

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

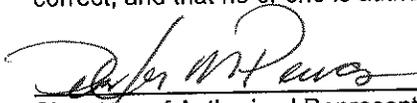
4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1)

year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
- g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
- h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
- i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.

- 5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
- 6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
- 7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
- 8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.



 Signature of Authorized Representative

5/9/13

 Date

Jennifer Perron

 Print Name

Municipal Specialist

 Title

SECTION III – BIDDER RESPONSE DOCUMENTS

D. LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE PROGRAM
LBE Two Percent (2%) Bid Evaluation Preference

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise Preference program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities.¹ A bid or quotation submitted by a firm that is located within Sacramento city and/or the unincorporated county of Sacramento will receive a two percent (2%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 2% bid evaluation preference, the bid of an LBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be a qualified as a LBE prior to the time bids are received.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento:
 - a. The LBE's principle business office or workspace; or
 - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

YES - the firm submitting the bid is qualified as a local business enterprise.

NO - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

1603220 - also attached

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

198 opportunity st4

Sacramento, CA

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

¹ The LBE Program provides for a two percent (2%) preference on all City procurement opportunities under \$100,000. For professional service contracts only, this preference also applies to procurement opportunities of \$100,000 or more.

SECTION III – BIDDER RESPONSE DOCUMENTS

E. PRICING SCHEDULE

For furnishing to the City of Sacramento, Crystalline Sodium Fluoride (NaF), as required during the contract period, in accordance with the provision and specifications contained herein.

The bid item listed is for evaluation purposes only. The quantities and item specified are annual estimates only of the City's requirement. Vendor agrees to furnish more or less than the estimates at the unit price quoted in accordance with availability of funds and the actual needs as they occur throughout the contract period.

Prices shall be inclusive, i.e., freight, delivery, etc. Additional charges are not allowed. Sales tax is not applicable as this product is used in the production and purification of potable water for resale, California Resale Permit Number SYKH98-021076.

CRYSTALLINE SODIUM FLUORIDE (NaF) – 50 lb BAGS

<u>Item No.</u>	<u>Quantity/Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1 of 1	2,500 bags	Sodium Fluoride (NaF) dry coarse crystalline material, 50lb bags, Delivered as required	\$.725/lb \$ 362.50 per bag \$ 36.25 per bag	\$ 90,625.00

NAME OF SUPPLIER/CONTRACTOR: Univar USA Inc.

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

PHONE #: 253-872-5000 EMAIL: muniteam@univarusa.com

BY: (signature of authorized person) [Signature]

PRINTNAME: Jennifer Perras TITLE: municipal specialist

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

MUST BE POSTED IN CONSPICUOUS PLACE

CITY OF SACRAMENTO

BUSINESS OPERATIONS TAX CERTIFICATE

1003220

1003220



Business Name	UNIVAR USA INC.	FROM	TO
Business Address	198 OPPORTUNITY ST 4	Mo. Day Yr.	Mo. Day Yr.
Owner	UNIVAR USA INC.	01/01/2013	12/31/2013
Type of Business	PESTICIDE DISTRIBUTION		
Tax Classification	401		

CITY OF SACRAMENTO Expires

UNIVAR USA INC.
 JANET MEDEIROS
 PO BOX 347710
 SEATTLE, WA 98124-1710

~~FEB 01 2013~~
 IF NOT
 REPAID

TOTAL
 PAID: \$2,262.50

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation

THIS STUB MAY BE
 FOLDED/DETACHED
 BEFORE POSTING



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<http://nsf.com/Certified/PwsChemicals/Listings.asp?CompanyName=solvay&ChemicalName=Sodium+Fluoride&>

NSF/ANSI STANDARD 60

Drinking Water Treatment Chemicals - Health Effects

Solvay Fluorides, LLC.

3333 Richmond Avenue
 Houston, TX 77098
 United States
 800-325-3332
 713-525-6500

Facility : Alorton, IL

Sodium Fluoride
Trade Designation
 Sodium Fluoride

Product Function
 Fluoridation

Max Use
 2.3 mg/L

Solvay Fluorides, LLC.

3333 Richmond Avenue
 Houston, TX 77098
 United States
 800-325-3332
 713-525-6500

Facility : # 1 Japan

Sodium Fluoride
Trade Designation
Sodium Fluoride

Product Function
Fluoridation

Max Use
2.3mg/L

Number of matching Manufacturers is 2

Number of matching Products is 2

Processing time was 0 seconds

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COPY



**SOLVAY
FLUORIDES, LLC**

CERTIFICATE OF ANALYSIS
SOLVAY CHEMICALS, Inc.

Customer	Certificate recipient
UNIVAR USA INCORPORATED PO Box 34325 SEATTLE WA 98124	UNIVAR - PORTLAND 3950 NORTH WEST YEON PORTLAND OR 97210 Fax + 19999999999

Transport	4105324440	Batch number	1207179
Delivery note	85520349 900001	Order	3449584 000010
Shipping date	12/12/2012	Customer ref.	PO-735140
Packaging	800 bag	Truck Id	.

SODIUM FLUORIDE COARSE

Batch number 1207179 / Quantity **800 BAG**

We certify this product meets AWWA Standard B701-11 and ANSI/NSF Standard 60 requirements.

Characteristics	Units	Value	Specification
Assay (NaF)	%(m)	98.71	
Insoluble	%(m)	0.4	<= 0.6
H2O	%(m)	0.4	<= 0.5
Heavy Metals (as Pb)	%	0.0004	
Screen Analysis	-	% Retained	
US >= 20 (850 Micron)	%	1.6	<= 2.0
US >= 100 (150 Micron)	%	52.7	>= 50.0
US < 325 (45 Micron)	%	3.6	<= 5.0
Origin	-	China	

NSF-60

Maximum Use Level: 2.3 mg/L

Your product number 625583

Supplier :
SOLVAY FLUORIDES, LLC
3333 Richmond
77098-3099 Houston, TX
Tel: 713 525-6500 - Fax: 713 525-7806

Approved by
Sarah Seaman
Quality Manager
Solvay Chemicals, Inc.
3333 Richmond Ave.
Houston, TX 77098
Phone 832-712-8153

SAFETY DATA SHEET
North American Version

SODIUM FLUORIDE

1. PRODUCT AND COMPANY IDENTIFICATION

1.1. Identification of the substance or mixture

Product name : SODIUM FLUORIDE
Product grade(s) : Coarse Blends
Granular
Powder
USP
Coarse
Crystal
Chemical Name : Sodium fluoride
Molecular formula : NaF
Molecular Weight : 42 g/mol

1.2. Use of the Substance/Mixture

Recommended use : - Welding and soldering agents
- Metallurgy
- Glass industry
- Dental application
Recommended use : - Water treatment

1.3. Company/Undertaking Identification

Address : SOLVAY FLUORIDES, LLC
3333 RICHMOND AVENUE
HOUSTON TX 77098-3099
United States

1.4. Emergency and contact telephone numbers

Emergency telephone number : 1 (800) 424-9300 CHEMTREC® (USA & Canada)
01-800-00-214-00 (MEX. REPUBLIC)
Contact telephone number (product information): US: +1-800-765-8292 (Product Information)
US: +1-713-525-6500 (Product Information)

2. HAZARDS IDENTIFICATION

2.1. Emergency Overview:

NFPA : H= 3 F= 0 I= 0 S= None
HMIS : H= 3 F= 0 R= 0 PPE = Supplied by User; dependent on local conditions

General Information

Appearance : crystalline, powder
Colour : white

SODIUM FLUORIDE
SAFETY DATA SHEET

Odour : odourless

Main effects

- Toxic if swallowed.
- Irritating to eyes and skin.
- Contact with acids liberates very toxic gas.
- Hazardous decomposition products formed under fire conditions.

2.2. Potential Health Effects:

Inhalation

- Irritating to mucous membranes
- At high concentrations, risk of hypocalcemia with nervous problems (tetany) and cardiac arrhythmia.
- Repeated or prolonged exposure: Risk of sore throat, nose bleeds, Nose bleeding, chronic bronchitis.

Eye contact

- Severe eye irritation
- Redness
- Lachrymation
- Risk of temporary eye lesions.

Skin contact

- Irritation
- Repeated or prolonged exposure: Causes burns..

Ingestion

- Severe irritation
- Salivation
- risk of hypocalcemia with nervous problems (tetany) and cardiac arrhythmia
- Risk of convulsions, loss of consciousness, deep coma and cardiopulmonary arrest.
- Symptoms: Nausea, Vomiting, Abdominal pain, Diarrhoea.

Other toxicity effects

- See section 11: Toxicological Information

2.3. Environmental Effects:

- See section 12: Ecological Information

3. COMPOSITION/INFORMATION ON INGREDIENTS

Sodium fluoride	:	
CAS-No.	:	7681-49-4
Concentration	:	>= 97.0 %

4. FIRST AID MEASURES

4.1. Inhalation

- Remove the subject from dusty environment and let him blow his nose.
- Oxygen or artificial respiration if needed.
- If symptoms persist, call a physician.

4.2. Eye contact

- Rinse the eyes with a calcium gluconate 1% solution in physiological serum (10 ml of calcium gluconate 10% in 90 ml of physiological serum)
- Immediate medical attention is required.

4.3. Skin contact

- Take off contaminated clothing and wash before reuse.

SODIUM FLUORIDE
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- Wash off with plenty of water.
- Immediately apply calcium gluconate gel 2.5% and massage into the affected area using rubber gloves; continue to massage while repeatedly applying gel until 15 minutes after pain is relieved.
- If fingers/finger nails are touched, even if there is no pain, dip them in a bath of 5% calcium gluconate for 15 to 20 minutes.
- If symptoms persist, call a physician.

4.4. Ingestion

- Immediate medical attention is required.
- Take victim immediately to hospital.

If victim is conscious:

- If swallowed, rinse mouth with water (only if the person is conscious).
- Give to drink a 1% aqueous calcium gluconate solution.
- Do NOT induce vomiting.

If victim is unconscious but breathing:

- Artificial respiration and/or oxygen may be necessary.

5. FIREFIGHTING MEASURES

5.1. Suitable extinguishing media

- Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

5.2. Extinguishing media which shall not be used for safety reasons

- none

5.3. Special exposure hazards in a fire

- The product is not flammable.
- Not combustible.
- Heating can release hazardous gases.

5.4. Hazardous decomposition products

- Hydrogen fluoride
- The release of other hazardous decomposition products is possible.

5.5. Special protective equipment for firefighters

- In the event of fire, wear self-contained breathing apparatus.
- Fire fighters must wear fire resistant personnel protective equipment.
- Wear chemical resistant overalls

5.6. Other information

- Control the use of water due to environmental risk (see section 6).

6. ACCIDENTAL RELEASE MEASURES

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. Advice for non-emergency personnel

- Avoid dust formation.

6.1.2. Advice for emergency responders

- Sweep up to prevent slipping hazard.

6.2. Environmental precautions

- If the product contaminates rivers and lakes or drains inform respective authorities.
- Do not flush into surface water or sanitary sewer system.

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6.3. Methods and materials for containment and cleaning up

- Sweep up and shovel into suitable containers for disposal.
- Avoid dust formation.
- Keep in properly labelled containers.
- Keep in suitable, closed containers for disposal.
- Treat recovered material as described in the section "Disposal considerations".

6.4. Reference to other sections

- Refer to protective measures listed in sections 7 and 8.

7. HANDLING AND STORAGE

7.1. Handling

- Used in closed system
- Handle small quantities under a lab hood.
- Use only in well-ventilated areas.
- Use only equipment and materials which are compatible with the product.
- Keep away from heat.

7.2. Storage

- Keep in a dry place.
- Store in original container.
- Keep container closed.
- Keep away from Incompatible products.

7.3. Packaging material

- no data available

7.4. Other information

- Avoid dust formation.
- Refer to protective measures listed in sections 7 and 8.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1. Exposure Limit Values

Sodium fluoride

- US, ACGIH Threshold Limit Values 12 2010
time weighted average = 2.5 mg/m³
Remarks: as F
- US, OSHA Table Z-1-A (29 CFR 1910.1000) 1989
time weighted average = 2.5 mg/m³
Remarks: as F
- US, OSHA Table Z-2 (29 CFR 1910.1000) 02 2006
time weighted average = 2.5 mg/m³
- US, OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000) 02 2006
Permissible exposure limit = 2.5 mg/m³
Remarks: as F
- US, Tennessee, OELs, Occupational Exposure Limits, Table Z1A 06 2008
time weighted average = 2.5 mg/m³
Remarks: as F

ACGIH® and TLV® are registered trademarks of the American Conference of Governmental Industrial Hygienists.
SAEL = Solvay Acceptable Exposure Limit, Time Weighted Average for 8 hour workdays. No Specific TLV STEL (Short Term Exposure Level) has been set. Excursions in exposure level may exceed 3 times the TLV TWA for no more than a total of 30 minutes during a workday and under no circumstances should they exceed 5 times the TLV TWA.

SODIUM FLUORIDE
SAFETY DATA SHEET

8.2. Engineering controls

- Ensure adequate ventilation.
- Provide appropriate exhaust ventilation at places where dust is formed.
- Refer to protective measures listed in sections 7 and 8.
- Apply technical measures to comply with the occupational exposure limits.

8.3. Personal protective equipment

8.3.1. Respiratory protection

- In case of insufficient ventilation, wear suitable respiratory equipment.
- When workers are facing concentrations above the exposure limit they must use appropriate certified respirators.
- Self-contained breathing apparatus in medium confinement/insufficient oxygen/in case of large uncontrolled emissions/in all circumstances when the mask and cartridge do not give adequate protection.
- Use only respiratory protection that conforms to international/ national standards.
- Use NIOSH approved respiratory protection.

8.3.2. Hand protection

- Protective gloves - impervious chemical resistant:
- Suitable material: PVC, Neoprene, Natural Rubber

8.3.3. Eye protection

- Chemical resistant goggles must be worn.
- Dust proof goggles obligatory.

8.3.4. Skin and body protection

- Long sleeved clothing
- Apron/boots in case of dusts.
- Neoprene
- Natural Rubber

8.3.5. Hygiene measures

- Eye wash bottles or eye wash stations in compliance with applicable standards.
- Use only in an area equipped with a safety shower.
- When using do not eat, drink or smoke.
- Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

9.1. General Information

Appearance	: crystalline, powder
Colour	: white
Odour	: odourless

9.2. Important health safety and environmental information

pH	: 7.4 <i>Remarks: saturated aqueous solution Temperature: 20 °C (68 °F)</i>
Boiling point/boiling range	: ca. 1,700 °C (3,092 °F)
Flash point	: <i>Remarks: not applicable</i>
Flammability	: <i>Remarks: not applicable</i>
Explosive properties	: <u>Explosion danger:</u> <i>Remarks: Not explosive</i>

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Oxidizing properties	: Remarks: Non oxidizer
Vapour pressure	: 1.33 hPa Temperature: 1,077 °C (1,971 °F)
Bulk density	: from 1,000 - 1,400 kg/m ³
Solubility(ies)	: Water 42 g/l Temperature: 20 °C (68 °F)
Partition coefficient: n-octanol/water	: Remarks: not applicable
Vapour density	: Remarks: not applicable
Evaporation rate	: Remarks: not applicable

9.3. Other data

Melting point/range	: ca. 992 °C (1,818 °F)
Auto-flammability	: Remarks: not applicable
Granulometry	: 90 % > 0.1 mm

10. STABILITY AND REACTIVITY

10.1. Stability

- Stable under recommended storage conditions.

10.2. Conditions to avoid

- Exposure to moisture.
- To avoid thermal decomposition, do not overheat.

10.3. Materials to avoid

- Strong acids, glass

10.4. Hazardous decomposition products

- Hydrogen fluoride
- The release of other hazardous decomposition products is possible.

11. TOXICOLOGICAL INFORMATION

Toxicological data

Acute oral toxicity

- LD₅₀, rat, 52 - 250 mg/kg

Acute dermal irritation/corrosion

- LD₁₀, mouse, ca. 300 mg/kg

Skin irritation

- rat, Skin irritation

Eye irritation

- rabbit, Eye irritation

Sensitisation

- Did not cause sensitization.

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Carcinogenicity

- Limited evidence of a carcinogenic effect.

Reproductive toxicity

- rat, 10 - 14 mg/kg, NOAEL

Remarks

- no data available
- Chronic exposure may entail dental or skeletal fluorosis
- Carcinogenic effect not applicable to human

12. ECOLOGICAL INFORMATION

12.1. Ecotoxicity effects

Acute toxicity

- Fishes, *Salmo gairdneri*, LC50, 96 h, 51 mg/l (Sodium fluoride)
Remarks: fresh water, static test
- Crustaceans, *Daphnia magna*, EC50, 96 h, 10.5 mg/l (Sodium fluoride)
Remarks: salt water
- Crustaceans, *Daphnia magna*, EC50, 48 h, 26 mg/l (Sodium fluoride)
Remarks: fresh water

Chronic toxicity

- Fishes, *Oncorhynchus mykiss*, NOEC, 21 Days, 4 mg/l (Sodium fluoride)
Remarks: fresh water, static test
- Crustaceans, *Daphnia magna*, NOEC, 21 Days, 8.9 mg/l (Sodium fluoride)
Remarks: static test, fresh water
- Algae, various species, EC50, 96 h, 43 mg/l (Sodium fluoride)
Remarks: fresh water
- Algae, various species, EC50, 81 mg/l (Sodium fluoride)
Remarks: Marine water
- Algae, various species, NOEC, 7 d, 50 mg/l (Sodium fluoride)
Remarks: fresh water, static test
- Algae, various species, NOEC, 7 d, 50 mg/l (Sodium fluoride)
Remarks: Marine water, static test

12.2. Mobility

- Air
Remarks: mobility as solid aerosols
- Water, Solubility(ies), Mobility
- Soil/sediments
Remarks: adsorption on mineral and organic soil constituents

12.3. Persistence and degradability

Abiotic degradation

- Water/soil
Result: complexation/precipitation of inorganic and organic materials

Biodegradation

- Remarks: The methods for determining biodegradability are not applicable to inorganic substances.

12.4. Bioaccumulative potential

- Bioaccumulative potential: log Pow
Result: not applicable
- (Fluorides)
Result: accumulation into vegetable leaves

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SAFETY DATA SHEET

12.5. Other adverse effects

- no data available

12.6. Remarks

- Harmful to aquatic organisms.
- Hazard for the environment is limited due to product properties:
- low chronic toxicity.
- Product fate is highly dependent on environmental conditions: pH, temperature, redox potential, mineral and organic content of the medium,...

13. DISPOSAL CONSIDERATIONS

13.1. Waste from residues / unused products

- In accordance with local and national regulations.
- Dilute with plenty of water.
- Can be eliminated from water by precipitation.
- Filtrate the product and send the cake to a landfill for industrial waste.
- Discharge liquid filtrate to a wastewater treatment system

13.2. Packaging treatment

- Empty containers.
- Dispose of as unused product.
- Must be incinerated in a suitable incineration plant holding a permit delivered by the competent authorities.
- Where possible recycling is preferred to disposal or incineration.
- In accordance with local and national regulations.

13.3. RCRA Hazardous Waste

- Listed RCRA Hazardous Waste (40 CFR 302) - No
- Unlisted RCRA Hazardous Waste (40 CFR 302) - No

14. TRANSPORT INFORMATION

IATA-DGR

UN number	UN 1690
Class	6.1
Packing group	III
ICAO-Labels	6.1 - Toxic
Proper shipping name: SODIUM FLUORIDE SOLID	

IMDG

UN number	UN 1690
Class	6.1
Packing group	III
IMDG-Labels	6.1 - Toxic
EmS	F-A
	S-A
Proper shipping name: SODIUM FLUORIDE SOLID	

U.S. Dept of Transportation

UN number	UN 1690
Class	6.1

SODIUM FLUORIDE
 SAFETY DATA SHEET

Packing group III
 Label 6.1 - Toxic
 EmS 154
 Reportable Quantity 454 kg
 Proper shipping name: SODIUM FLUORIDE SOLID

Canada (TDG)
 UN number UN 1690
 Class 6.1
 Packing group III
 Label 6.1 - Toxic
 EmS 154
 Proper shipping name: SODIUM FLUORIDE SOLID

Mexico (NOM-002-SCT)
 UN number UN 1690
 Class 6.1
 Packing group III
 Label 6.1 - Toxic
 Proper shipping name: SODIUM FLUORIDE SOLID

- DOT Packing Group: III

15. REGULATORY INFORMATION

15.1. Inventory Information

Australian Inventory of Chemical Substances (AICS)	: -	In compliance with inventory.
Canadian Domestic Substances List (DSL)	: -	In compliance with inventory.
Inventory of Existing Chemical Substances (China) (IECS)	: -	In compliance with inventory.
Japanese Existing and New Chemical Substances (MITI List) (ENCS)	: -	In compliance with inventory.
New Zealand Inventory of Chemicals (NZIOC)	: -	In compliance with inventory.
Toxic Substance Control Act list (TSCA)	: -	In compliance with inventory.
EU list of existing chemical substances (EINECS)	: -	In compliance with inventory.
Korean Existing Chemicals Inventory (KECI (KR))	: -	In compliance with inventory.
Philippine Inventory of Chemicals and Chemical Substances (PICCS)	: -	In compliance with inventory.

15.2. Other regulations

SODIUM FLUORIDE
SAFETY DATA SHEET

US. EPA Emergency Planning and Community Right-To-Know Act (EPCRA) SARA Title III Section 302 Extremely Hazardous Substance (40 CFR 355, Appendix A)

- not regulated.

SARA Hazard Designation (SARA 311/312)

- Acute Health Hazard: Yes.
- Chronic Health Hazard: Yes.

US. EPA Emergency Planning and Community Right-To-Know Act (EPCRA) SARA Title III Section 313 Toxic Chemicals (40 CFR 372.65) - Supplier Notification Required

- not regulated.

US. EPA CERCLA Hazardous Substances (40 CFR 302)

- not regulated.

US. New Jersey Worker and Community Right-to-Know Act (New Jersey Statute Annotated Section 34:5A-5)

- yes.

US. Pennsylvania Worker and Community Right-to-Know Law (34 Pa. Code Chap. 301-323)

- yes.

US. California Safe Drinking Water & Toxic Enforcement Act (Proposition 65)

- not regulated.

16. OTHER INFORMATION

Ratings :

NFPA (National Fire Protection Association)

Health = 3 Flammability = 0 Instability = 0 Special =None

HMIS (Hazardous Material Information System)

Health = 3 Fire = 0 Reactivity = 0 PPE : Supplied by User; dependent on local conditions

Further information

- New (SDS)
- Distribute new edition to clients

Material Safety Data Sheets contain country specific regulatory information; therefore, the MSDS's provided are for use only by customers of the company mentioned in section 1 in North America. If you are located in a country other than Canada, Mexico or the United States, please contact the Solvay Group company in your country for MSDS information applicable to your location.

The previous information is based upon our current knowledge and experience of our product and is not exhaustive. It applies to the product as defined by the specifications. In case of combinations or mixtures, one must confirm that no new hazards are likely to exist. In any case, the user is not exempt from observing all legal, administrative and regulatory procedures relating to the product, personal hygiene, and integrity of the work environment. (Unless noted to the contrary, the technical information applies only to pure product).

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SODIUM FLUORIDE
SAFETY DATA SHEET

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Univar USA Inc Material Safety Data Sheet

For Additional Information contact MSDS Coordinator during business hours, Pacific time: (425) 889-3400

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This information relates only to the product designated herein, and does not relate to its use in combination with any other material or in any other process



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/26/2013

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 Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext.): (866) 283-7122 FAX (A/C. No.): (847) 953-5390		
	E-MAIL ADDRESS:		
INSURED UNIVAR USA INC 17425 NE Union Hill Road Redmond WA 98052-3375 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Chartis Specialty Insurance Company		26883
	INSURER B: National Union Fire Ins Co of Pittsburgh		19445
	INSURER C: ACE Property & Casualty Insurance Co.		20699
	INSURER D: Insurance Co of the State of PA		19429
	INSURER E: Illinois National Insurance Co		23817
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570049133623** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		2802979	03/01/2013	03/01/2014	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		4806893 Commercial Auto (AOS) 4806894 Commercial Auto (MA) 4806895 Commercial Auto (VA)	03/01/2013	03/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$500,000		XOOG27049709	03/01/2013	03/01/2014	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	001591220 (AOS) 001591223 (MA, ND, WI, WY)	03/01/2013	03/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	<input type="checkbox"/> Legal Liab		PLC6292901	03/01/2011	03/01/2014	Aggregate \$15,000,000 Agg Deduc \$250,000 Occurrence \$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Coverage. Sudden and Accidental Pollution Liability is included in General Liability policy.

CERTIFICATE HOLDER

UNIVAR USA INC
17425 NE Union Hill Road
Redmond WA 98052-3375 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :
Certificate No : 570049133623

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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED UNIVAR USA INC	
POLICY NUMBER See Certificate Number: 570049133623			
CARRIER See Certificate Number: 570049133623	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
B				4806890 Truckers Liability (AOS)	03/01/2013	03/01/2014	Combined Single Limi	\$5,000,000
B				4806891 Truckers Liability (MA)	03/01/2013	03/01/2014		
B				4806892 Truckers Liability (VA)	03/01/2013	03/01/2014		
	WORKERS COMPENSATION							
B		N/A		1591222 (CA, OH, OR, WA) SIR applies per policy terms & conditions	03/01/2013	03/01/2014		
D		N/A		001591221 (FL)	03/01/2013	03/01/2014		
D		N/A		012948466 (IL, KY, NC, NH, UT)	03/01/2013	03/01/2014		
D		N/A		012948467 (AK, AZ, GA)	03/01/2013	03/01/2014		
D		N/A		012948468 (NJ, PA)	03/01/2013	03/01/2014		
	OTHER							
A	Poll Legal Liab			PLC6292901	03/01/2011	03/01/2014	occur deduc	\$250,000



GENERAL INFORMATION:

As a service and convenience to our customers Univar will accept credit cards as a payment option.

ACCEPTED CREDIT CARDS:

Univar will only accept the following credit cards:

American Express
AMEX (CPC) Corporate Purchase Card
MasterCard
Visa

*Debit Cards will be treated like credit cards.

PCI COMPLIANCE

The Payment Card Industry Data Security Standard (PCI DSS) applies to every organization that processes credit or debit card information, including merchants and third-party service providers that store, process or transmit credit card/debit card data.

PCI Compliance is not a request, or suggestion, it is a requirement.

It is a multifaceted security standard that includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures. This comprehensive standard is intended to help organizations proactively protect customer account data.

Credit card companies and acquirer banks can levy stiff fines and remove the merchant's ability to process credit card transactions until the merchant is PCI compliant.

Univar's policy is to never write down or store a credit card number anywhere but in the designated CC fields in the within our Distribution System.

All credit card numbers entered or stored (per the customer's request) are masked – showing only the last 4-digits only.

STORING CUSTOMER CREDIT CARD NUMBERS:

Done only at the customer's request and again, the number is masked – allowing visibility of the Last 4-digits only.

REPORTING CAPABILITIES

Univar reports transactions at Level 3.

Level 3, which Univar has elected to submit, is more detailed. It includes detailed customer information including, shipping and handling amount, tax exception status, locals sales tax, ship-to ZIP, country, product code, price, quantity and unit of measure. In the past, this type of detail was not available on the customer's credit card statement. This information will then be passed onto the credit card customer to assist them in identifying their purchases. It appears on the customer credit card statements

TRANSFERRING A/R BALANCES TO A CREDIT CARD

Credit Card information is accepted at the time of order, if a Credit Card is the chosen method of payment.

Occasionally a customer may request to pay off their outstanding accounts receivable balance by credit card. A Reprocessing Fee for this transaction may apply and is at the discretion of each Univar branch. Reprocessing Fees are as follows:

Amount of Balance Transfer	Reprocessing Fee Amount
Up to \$1,000	\$25.00
\$1,001 - \$2,000	\$50.00
\$2,001 - \$4,000	\$100.00
\$4,001 - \$6,000	\$150.00
Over \$6,000	Up to local Management

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

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



May 8, 2013

City of Sacramento
915 I street
New City Hall Building, First Floor 1119
Sacramento, CA 95814-2604

RE: ITB for Crystalline Sodium Fluoride

To Deanne:

Univar USA Inc. is pleased to offer a price quote on your ITB due on Wednesday, May 22nd, 2013 and has done so on the attached required paperwork.

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

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

Thank you,

Jennifer Perras
Shawnasey McCarthy
Michelle Wick

Municipal Specialists
Western Region
Univar USA Inc.
Muniteam@univarusa.com
www.univar.com

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

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

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

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



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

GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

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

In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

After-hours emergency – 24-hour response: Skylar Handy - 650-933-8083 (cell)
Will Allison - 408-593-4460 (cell)
Mark Sargent - 408-593-4418 (cell)

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

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

Office Phone: (800) 659-5908
Office Fax: (408) 435-1735

Customer Service-
John Dinh - Dispatcher
Skylar Handy- Plant Manager

usa.u-sj.isrs@univarusa.com
John.dinh@univarusa.com
skylar.handy@univarusa.com

For anything pertaining to bids:

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

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

Contacts: muniteam@univarusa.com

Shawnasey McCarthy
Municipal Specialist
Phone: (253) 872-5052
Fax: (253) 872-5041
shawnasey.mccarthy@univarusa.com

Michelle Wick
Municipal Specialist
Phone: (253) 872-5084
Fax: (253) 872-5041
michelle.wick@univarusa.com

Jennifer Perras
Municipal Specialist
Phone: (53) 872-5000
Fax: (253) 872-5041
jennifer.perras@univarusa.com

Remittance Address:

Univar USA Inc.
File No. 56019
Los Angeles, CA 90074-6019

Standard Payment Terms:

Net 30 days



AUTHORIZED BID SIGNERS
UNIVAR USA INC.
Western Region

RESOLUTION

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

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

END OF RESOLUTION

CERTIFICATION

I, the undersigned, as Corporate Secretary of UNIVAR USA INC. do hereby certify as follows:

1. That the above resolution was duly adopted by the Board of Directors of said Corporation at a meeting duly held on December 24, 1986, and is in full force and effect.
2. That the list of persons authorized to execute, for and on behalf of this Corporation, written bids or proposals for the sale or other disposition of products handled by this Corporation, as initially established by the Board of Directors and thereafter added to by the President, or a Vice President of this Corporation is as follows:

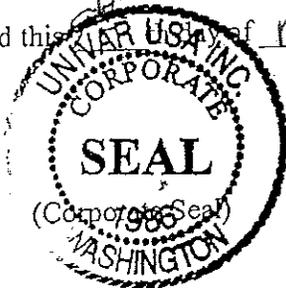
All officers and the following:

Jennifer Perras
Scott Donahoe

Shawnasey McCarthy
Michelle Wick

3. That all of the foregoing persons are now authorized to execute bids pursuant to the resolution above referred to.

Dated this 9th of May, 2013.



Devin Thurman
Corporate Secretary

City of Sacramento Bid Recap Sheet

Project Name: Crystalline Sodium Fluoride

Bid Opening Date: 5/22/2013

Bid Number: B13141111008

Project Manager: Molly Clark-Baker - x 5651

Estimate: \$ 0

Project Type: Goods-Services

Project Number:

Project Department: Utilities

Fee: \$ 0

	Name of Bidder	Location	Amount of Bid
1	Univar USA Inc.	Kent, WA	\$90,625.00
2	Brenntag Pacific, Inc.	Santa Fe Springs, CA	\$98,750.00
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24			

Bid Opened by: Anitra Bibbs

