



# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: Month, July 17, 2014

## INVITATION TO BID #119-2014 Liquid Chlorine

**Bid Opening Date:** July 31, 2014

**Bid Opening Time:** 2:00 PM

**Address:** 200 East Main Street, 3<sup>rd</sup> Floor, Room 338, Lexington, Kentucky 40507

**Type of Bid:** Price Contract

**Pre Bid Meeting:** N/A

**Pre Bid Time:** N/A

**Address:** N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **07/31/2014**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing  
200 East Main Street, Room 338  
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: See specs

**Bid Security Required:** \_\_\_ Yes  No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

**Performance Bond Required:** \_\_\_ Yes  No

<input checked="" type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<b>Proposed Delivery:</b> ___ days after acceptance of bid.
<b>Procurement Card Usage</b> —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Submitted by: Univar USA clc  
Firm Name

4600 Dues Drive  
Address  
Cincinnati Ohio 45246  
City, State & Zip

**Bid must be signed:** Charlie Miller Account Manager  
(original signature) **Signature of Authorized Company Representative – Title**

Charlie Miller  
Representative's Name (Typed or printed)

513-914-6238 513-894-3107  
Area Code - Phone - Extension Fax #

charlie.miller@univarusa.com  
E-Mail Address

**The Affidavit in this bid must be completed before your firm can be considered for award of this contract.**

**AFFIDAVIT**

Comes the Affiant, Charlie Miller, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Charlie Miller and he/she is the individual submitting the bid or is the authorized representative of Univac USA Inc the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. Charlie Miller

STATE OF Ohio  
COUNTY OF Butler

The foregoing instrument was subscribed, sworn to and acknowledged before me by Charlie Miller on this the 31st day of July, 2014.

My Commission expires: 08-18-2018



Shelley Sue Stevens, Ohio  
NOTARY PUBLIC, STATE AT LARGE



Section II. Bid Conditions, Item "U" prior to completing this form.

**I. GREEN PROCUREMENT**

**A. ENERGY**

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

**B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to [www.Greenseal.org](http://www.Greenseal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

**C. GREEN COMMUNITY**

**The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.**

**If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?**

Yes \_\_\_\_\_ No  \_\_\_\_\_

## II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

**"Bid on #119-2014 Liquid Chlorine"**

and addressed to:        Division of Central Purchasing  
                                  200 East Main Street, Room 338  
                                  Lexington, Kentucky 40507

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*

- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

*Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.*

KRS 45.640 Minimum skills

*Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.*

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 2-1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
  - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
    - ( ) 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
    - ( ) 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

## **LFUCG Non-Appropriation Clause**

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.



**EQUAL OPPORTUNITY AGREEMENT**

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The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:


*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*


The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

  
Signature

  
Name of Business

## GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

\_\_\_\_\_  
Signature

7-31-2014  
Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. Vendor acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Vendor in any manner.

**FINANCIAL RESPONSIBILITY**

Vendor understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED

HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or provision of goods hereunder by Vendor. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Products Liability, Environmental Casualty, and Pollution Liability endorsements unless deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.**

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

**Verification of Coverage**

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

**Right to Review, Audit and Inspect**

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

**DEFAULT**

Vendor understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Vendor for any such insurance premiums purchased, or suspending or terminating the work.

00446934

**SPECIFICATIONS FOR LIQUID CHLORINE**

1. Specifications

Liquid Chlorine to meet the AWWA Specifications

2. Estimated Quantities

One (1) year supply of Liquid Chlorine or approximately 100 tons

3. Deliveries

A. Liquid Chlorine to be delivered to the Town Branch Treatment Plant, 301 Lisle Industrial Avenue, in quantities of twelve (12) one-ton cylinders or as needed. (Approximately 8 deliveries per year as needed). Prices to be F.O.B., Town Branch Treatment Plant, Lexington, Kentucky.

B. Liquid Chlorine to be delivered to West Hickman Creek Sewage Treatment Plant, 645 West Hickman Plant Road, Nicholasville, Kentucky, in quantities of ten (10) one-ton cylinders every two months or as needed. (Approximately 10 deliveries per year as needed). Prices to be F.O.B., West Hickman Creek Sewage Treatment Plant.

1. Chlorine \$ 318.<sup>00</sup> /ton (including delivery)

\$ 15.90 CWT

C. The Lexington-Fayette Urban County Government will not pay any deposit on chlorine cylinders. The Lexington-Fayette Urban County Government assumes responsibility for all cylinders while said cylinders are in the Urban County Government custody. The Urban County Government agrees to pay to the contractor the value of any cylinder lost, stolen or destroyed while in its custody. The Urban County Government agrees to pay the cost of repair for any cylinder damaged (beyond normal wear and tear) while in its custody.

For specifications questions contact Tiffany Rank, Division of Water Quality, at 859-425-2406. For bidding questions contact Sondra Stone, Division of Central Purchasing at 859-258-3324.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/18/2014

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).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 800-363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> UNIVAR USA INC 17425 NE Union Hill Road Redmond WA 98052-3375 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: New Hampshire Ins Co		23841
	INSURER C: Illinois Union Insurance Company		27960
	INSURER D: AIG Specialty Insurance Company		26883
	INSURER E:		
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER: 570054623559**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL2802979 SIR applies per policy terms & conditions	03/01/2014	03/01/2015	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
A	<input checked="" type="checkbox"/> 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			CA 4806893 Commercial Auto (AOS) CA 4806894 Commercial Auto (MA) CA 4806895 Commercial Auto (VA)	03/01/2014	03/01/2015	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$500,000			XCEG27380566001	03/01/2014	03/01/2015	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WC001591220 (AOS) WC001591223 (MA, ND, WI, WY)	03/01/2014	03/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	<input checked="" type="checkbox"/> Poll Legal Liab			PLS6292901	03/01/2014	03/01/2015	Aggregate \$15,000,000 Agg Deduc \$500,000 Occurrence \$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Lexington Fayette Urban County Government Division of Central Purchasing is included as Additional Insured on the General Liability and Automobile Liability policies as respect to written contract. The Insured is Self-Insured for physical damage to their vehicles.

<b>CERTIFICATE HOLDER</b>  Lexington Fayette Urban County Govt. Division Of Central Purchasing 200 East Main Street, Room 338 Lexington KY 40507 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central, Inc.</i>
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Holder Identifier :

Certificate No : 570054623559





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED UNIVAR USA INC	
POLICY NUMBER See Certificate Number: 570054623559			
CARRIER See Certificate Number: 570054623559	NAIC CODE	EFFECTIVE DATE.	

**ADDITIONAL REMARKS**

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
A				CA 4806890 Truckers Liability (ADS)	03/01/2014	03/01/2015	Combined Single Limi	\$5,000,000
A				CA 4806891 Truckers Liability (MA)	03/01/2014	03/01/2015		
A				CA 4806892 Truckers Liability (VA)	03/01/2014	03/01/2015		
	WORKERS COMPENSATION							
A		N/A		WC1591222 (CA, OH, OR, WA) SIR applies per policy terms & conditions	03/01/2014	03/01/2015		
B		N/A		WC001591221 (FL)	03/01/2014	03/01/2015		
B		N/A		WC012948466 (IL, KY, NC, NH, UT)	03/01/2014	03/01/2015		
B		N/A		WC012948467 (AK, AZ, GA)	03/01/2014	03/01/2015		
B		N/A		WC012948468 (NJ, PA)	03/01/2014	03/01/2015		
	OTHER							
D	Poll Legal Liab			PLS6292901	03/01/2014	03/01/2015	Occur Dedu	\$500,000

**Univar USA Inc.**

4600 Dues Drive  
Cincinnati Ohio  
45246  
USA

T 513 714 5264  
F 513 874 0350

www.univarusa.com



**TECHNICAL DATA SHEET**

**CHLORINE**

Chemical Name Chlorine

Molecular Weight 70.914

Description: A clear amber-colored, volatile liquid or a heavy greenish-yellow gas with a characteristic penetrating and irritating odor.

**SPECIFICATIONS**

Assay Cl<sub>2</sub>, % by vol. 99.5 min

Non-volatile residue, % by wt 0.005 max

Apparent moisture, % by wt 0.010 max

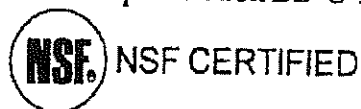
**PHYSICAL PROPERTIES**

Specific gravity of dry gas  
@ 0C (air = 1.0) 2.49

Specific gravity of liquid  
@ 20C (water = 1.0) 1.41

Boiling point (1 Atm), °C -34.05

Meets American Water Works Association Spec. B301-92  
Meets Federal Specification BB-C-120C





Univar USA Inc Material Safety Data Sheet

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MSDS No:

Version No:

Order No:

Univar USA Inc., 17425 NE Union Hill Rd., Redmond WA 98052  
(425) 889 3400

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Emergency Assistance

For emergency assistance involving chemicals call  
Chemtrec - (800) 424-9300

Page 1 of 8

COMPANY IDENTITY: Univar  
PRODUCT IDENTITY: CHLORINE, LIQUIFIED GAS

SDS DATE: 07/17/2013  
ORIGINAL: 07/17/2013

### SAFETY DATA SHEET

This Safety Data Sheet conforms to ANSI Z400.5, and to the format requirements and the International Chemical Safety Cards of the Global Harmonizing System. THIS SDS COMPLIES WITH 29 CFR 1910.1200 (HAZARD COMMUNICATION STANDARD) IMPORTANT: Read this SDS before handling & disposing of this product. Pass this information on to employees, customers, & users of this product.

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

PRODUCT IDENTITY: CHLORINE, LIQUIFIED GAS  
SDS NUMBER: CDS-2166  
COMPANY IDENTITY: Univar  
COMPANY ADDRESS: 17425 NE Union Hill Road  
COMPANY CITY: Redmond, WA 98052  
COMPANY PHONE: 1-425-889-3400  
EMERGENCY PHONES: CHEMTREC: 1-800-424-9300 (USA)  
CANUTEC: 1-613-996-6666 (CANADA)



#### SECTION 2. HAZARDS IDENTIFICATION

**DANGER!!**



##### HAZARD STATEMENTS:

H100s = General, H200s = Physical, H300s = Health, H400s = Environmental  
H271 May cause fire or explosion; strong oxidizer.  
H280 Contains gas under pressure; may explode if heated.  
H290 May be corrosive to metals.  
H314 Causes severe skin burns and eye damage.  
H331 Toxic if inhaled.  
H335 May cause respiratory irritation.  
H400 Very toxic to aquatic life.

##### PRECAUTIONARY STATEMENTS:

P100s = General, P200s = Prevention, P300s = Response, P400s = Storage, P500s = Disposal  
P221 Take any precaution to avoid mixing with combustibles.  
P260 Do not breathe dust/fume/gas/mist/vapors/spray.  
P280 Wear protective gloves/protective clothing/eye protection/face protection.  
P301+330+331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.  
P305+351+338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses if present & easy to do - Continue rinsing.  
P309+311 If exposed or you feel unwell: Call a POISON CENTER or doctor/physician.  
P403 Store in a well-ventilated place.

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

MATERIAL	CAS#	EINECS#	WT %
Chlorine	7782-50-5	-	99.5-100

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

SEE SECTIONS 8, 11 & 12 FOR TOXICOLOGICAL INFORMATION.

COMPANY IDENTITY: Univar  
PRODUCT IDENTITY: CHLORINE, LIQUIFIED GAS

SDS DATE: 07/17/2013  
ORIGINAL: 07/17/2013

#### SECTION 4. FIRST AID MEASURES

##### GENERAL ADVICE:

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

##### EYE CONTACT:

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

##### SKIN CONTACT:

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

##### INHALATION:

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

##### SWALLOWING:

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

##### NOTES TO PHYSICIAN:

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

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

#### SECTION 5. FIRE FIGHTING MEASURES

##### FIRE & EXPLOSION PREVENTIVE MEASURES

Isolate from combustibles, most metals, extreme heat.

##### EXTINGUISHING MEDIA

In case of fire in surroundings, use appropriate extinguishing media.

##### SPECIAL FIRE FIGHTING PROCEDURES

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

COMPANY IDENTITY: Univar  
PRODUCT IDENTITY: CHLORINE, LIQUIFIED GAS

SDS DATE: 07/17/2013  
ORIGINAL: 07/17/2013

#### SECTION 5. FIRE FIGHTING MEASURES (CONTINUED)

##### UNUSUAL EXPLOSION AND FIRE PROCEDURES

Noncombustible.

Reacts with most metals producing hydrogen which is extremely flammable & may explode. Isolate from combustibles. Closed containers may explode if exposed to extreme heat.

#### SECTION 6. ACCIDENTAL RELEASE MEASURES

##### SPILL AND LEAK RESPONSE AND ENVIRONMENTAL PRECAUTIONS:

Evacuate unprotected personnel upwind or crosswind for at least 100 feet (800 feet for large spills) out of danger area. If a chlorine container is leaking, try to position it so that gas rather than liquid leaks. Apply emergency kit device if possible. For other than minor leaks, immediately implement predetermined emergency plan. Do not apply water directly to a leak. Chlorine reacts with water to form corrosive, acidic, solution (hydrochloric acid). Call supplier, CHLOREP team, or CHEMTREC when help is needed. Releases should be reported, if required, to appropriate agencies.

##### PERSONAL PROTECTIVE EQUIPMENT

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

##### ENVIRONMENTAL PRECAUTIONS:

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

##### CONTAINMENT AND CLEAN-UP MEASURES:

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

#### SECTION 7. HANDLING AND STORAGE

##### HANDLING

Use only with adequate ventilation. Avoid breathing of vapor or spray mist. Do not get in eyes, on skin or clothing. Wear OSHA Standard full face shield. Consult Safety Equipment Supplier. Wear goggles, face shield, gloves, apron & footwear impervious to material. Wash clothing before reuse. NEVER pour water into this substance.

##### STORAGE

OXIDIZER! Keep separated from strong bases, combustible & reducing substances, metals. Keep cool. Keep dry. Keep inside a well-ventilated room. Do not store above 49 C/120 F. Keep container tightly closed & upright when not in use to prevent leakage. Reacts with most metals producing hydrogen which is extremely flammable & may explode. Wear full face shield, gloves & full protective clothing when opening or handling. When empty, drain completely, replace bungs securely.

COMPANY IDENTITY: Univar  
PRODUCT IDENTITY: CHLORINE, LIQUIFIED GAS

SDS DATE: 07/17/2013  
ORIGINAL: 07/17/2013

**SECTION 7. HANDLING AND STORAGE (CONTINUED)**

**NONBULK: CONTAINERS:**

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

**BULK CONTAINERS:**

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

**TANK CAR SHIPMENTS:**

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

**PROTECTIVE PRACTICES DURING MAINTENANCE OF CONTAMINATED EQUIPMENT:**

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

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

MATERIAL	CAS#	EINECS#	TWA (OSHA)	TLV (ACGIH)	
Chlorine gas	7782-50-5	-	0.5 ppm	0.5 ppm	
MATERIAL	CAS#	EINECS#	CEILING	STEL (OSHA/ACGIH)	HAP
Chlorine gas	7782-50-5	-	1 ppm/3 mg/m3	1 ppm	Yes

Each component showing 'Yes' under "HAP" is an EPA Hazardous Air Pollutant.

**RESPIRATORY EXPOSURE CONTROLS**

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

**EMERGENCY OR PLANNED ENTRY INTO UNKNOWN CONCENTRATIONS OR IDLH CONDITIONS**

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

COMPANY IDENTITY: Univar  
PRODUCT IDENTITY: CHLORINE, LIQUIFIED GAS

SDS DATE: 07/17/2013  
ORIGINAL: 07/17/2013

**SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION (CONTINUED)**

**VENTILATION**

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

**EYE PROTECTION:**

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

**HAND PROTECTION:**

Wear appropriate impervious gloves for routine industrial use. Use impervious gloves for spill response, as stated in Section 6 of this SDS (Accidental Release Measures).  
NOTICE: The selection of a specific glove for a particular application and duration of use in a workplace should also take into account all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier.

**BODY PROTECTION:**

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

**WORK & HYGIENIC PRACTICES:**

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

**SECTION 9. PHYSICAL & CHEMICAL PROPERTIES**

STATE:	Compressed Liquified Gas
APPEARANCE:	Gas: Green to Yellow Liquid: Amber
ODOR:	Sharp, Pungent
ODOR THRESHOLD:	Not Available
pH (Neutrality):	0.0
MELTING POINT/FREEZING POINT:	-101 C / -150 F
BOILING RANGE (IBP,50%,Dry Point):	-34 C / -29 F
FLASH POINT (TEST METHOD):	Not Applicable
EVAPORATION RATE (n-BUTYL ACETATE=1):	Not Applicable
FLAMMABILITY CLASSIFICATION:	Non-Combustible
LOWER FLAMMABLE LIMIT IN AIR (% by vol):	Not Applicable
Not Available	
VAPOR PRESSURE (mm of Hg)@25 C	5830 mm
VAPOR DENSITY (air=1):	2.4
GRAVITY @ 68/68 F / 20/20 C:	
SPECIFIC GRAVITY (Water=1):	1.4
POUNDS/GALLON:	11.7
WATER SOLUBILITY:	Complete
PARTITION COEFFICIENT (n-Octane/Water):	Not Available
AUTO IGNITION TEMPERATURE:	Not Applicable
DECOMPOSITION TEMPERATURE:	Not Available
VOCs (>0.044 Lbs/Sq In) :	0.0 Vol% /0.0 g/L / 0.000 Lbs/Gal
TOTAL VOC'S (TVOC)*:	0.0 Vol% /0.0 g/L / 0.000 Lbs/Gal
NONEXEMPT VOC'S (CVOC)*:	0.0 Vol% /0.0 g/L / 0.000 Lbs/Gal
HAZARDOUS AIR POLLUTANTS (HAPS):	100.0 Wt% / 1400.0 g/L / 11.7 Lbs/Gal
NONEXEMPT VOC PARTIAL PRESSURE (mm of Hg @ 20 C)	0.0

\* Using CARB (California Air Resources Board Rules).



COMPANY IDENTITY: Univar  
PRODUCT IDENTITY: CHLORINE, LIQUIFIED GAS

SDS DATE: 07/17/2013  
ORIGINAL: 07/17/2013

#### SECTION 10. STABILITY & REACTIVITY

##### STABILITY

Stable but Reacts with most metals producing hydrogen which is extremely flammable & may explode. OXIDIZER! Reacts with organics.

##### CONDITIONS TO AVOID

Isolate from oxidizers, alkalis, heat, & open flame.

##### MATERIALS TO AVOID

The substance is a strong acid, reacts violently with bases and is corrosive. Reacts violently with strong reducers, metals, and combustibles. Reacts violently with strong bases, causing fire & explosion hazard.

##### HAZARDOUS DECOMPOSITION PRODUCTS

Chlorine, Hydrogen Chloride, Phosgene from heating in the presence of water.

##### HAZARDOUS POLYMERIZATION

Will not occur.

#### SECTION 11. TOXICOLOGICAL INFORMATION

##### ACUTE HAZARDS

##### EYE & SKIN CONTACT:

Severe burns to skin, defatting, dermatitis, evaporation causes frost bite. Severe burns to eyes, redness, tearing, blurred vision. Rapid evaporation causes frost bite. Gas can cause severe skin & eye burns. Wash thoroughly after handling.

##### INHALATION:

Severe respiratory tract irritation may occur. Chemical burns, pulmonary edema. Vapor harmful.

##### SWALLOWING:

Not a likely hazard. Harmful or fatal if swallowed. The symptoms of chemical pneumonitis may not show up for a few days.

##### SUBCHRONIC HAZARDS/CONDITIONS AGGRAVATED

##### CONDITIONS AGGRAVATED

Persons with severe lung, skin, liver or kidney problems should avoid use.

##### CHRONIC HAZARDS

##### CANCER, REPRODUCTIVE & OTHER CHRONIC HAZARDS:

Causes damage to respiratory system by prolonged or repeated exposure. This product has no carcinogens listed by IARC, NTP, NIOSH, OSHA or ACGIH, as of this date, greater or equal to 0.1%.

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

SENSITIZATION TO THE PRODUCT: No component of this product is known to be a sensitizer.

MUTAGENICITY: This product is reported to produce mutagenic effects in humans.

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

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

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

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

COMPANY IDENTITY: Univar  
PRODUCT IDENTITY: CHLORINE, LIQUIFIED GAS

SDS DATE: 07/17/2013  
ORIGINAL: 07/17/2013

**SECTION 11. TOXICOLOGICAL INFORMATION (CONTINUED)**

**MAMMALIAN TOXICITY INFORMATION**

LC50 (1 hour): 0.86 mg/L or 293 ppm (Rat)

0.2 - 0.4 ppm	Odor Detected
1 - 3 ppm	Mild mucous membrane irritation
5 - 15 ppm	Moderate upper respiratory irritation
30 ppm	Immediate chest pain, vomiting, dyspnea, and cough
40 - 60 ppm	Toxic pneumonitis, pulmonary edema
430 ppm	Lethal in 30 minutes
1000 ppm	Fatal in a few minutes

Action on respiratory tract is due to strong oxidizing effect

**SECTION 12. ECOLOGICAL INFORMATION**

ALL WORK PRACTICES MUST BE AIMED AT ELIMINATING ENVIRONMENTAL CONTAMINATION.

**EFFECT OF MATERIAL ON PLANTS AND ANIMALS:**

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

**EFFECT OF MATERIAL ON AQUATIC LIFE:**

LC50 (Fathead minnow):	0.07 - 0.15 mg/L (96 hours)
LC50 (Bluegill):	0.44 mg/L (96 hours)
LC50 (Daphnia):	30 - 150 ug/L (48 hours)

**MOBILITY IN SOIL**

This material is a mobile gas.

**DEGRADABILITY**

Atmospheric Half-life:	10 minutes
Atmospheric Lifetime:	14 minutes
Fresh Water Half-life:	1.3 - 5 hours

**ACCUMULATION**

This product does not accumulate or biomagnify in the environment.

**SECTION 13. DISPOSAL CONSIDERATIONS**

Processing, use or contamination may change the waste disposal requirements. Do not dispose of on land, in surface waters, or in storm drains. Waste should be recycled or disposed of in accordance with regulations. Large amounts should be collected for reuse or consigned to licensed hazardous waste haulers for disposal.

**ALL DISPOSAL MUST BE IN ACCORDANCE WITH ALL FEDERAL, STATE, PROVINCIAL, AND LOCAL REGULATIONS. IF IN DOUBT, CONTACT PROPER AGENCIES. EPA CHARACTERISTIC: D002, D003**

**SECTION 14. TRANSPORT INFORMATION**

IF > 10 LB / 4.5 KG OF THIS PRODUCT IS IN 1 CONTAINER, IT EXCEEDS THE RQ OF CHLORINE. "RQ" MUST BE PUT BEFORE THE DOT SHIPPING NAME.

DOT/TDG SHIP NAME: UN1017, Chlorine, 2.3, 5.1, 8, Toxic-Inhalation Hazard Zone B  
DRUM LABEL: (OXIDIZER), (CORROSIVE)  
IATA / ICAO: UN1017, Chlorine, 2.3, 5.1, 8, Toxic-Inhalation Hazard Zone B  
IMO / IMDG: UN1017, Chlorine, 2.3, 5.1, 8, Toxic-Inhalation Hazard Zone B  
EMERGENCY RESPONSE GUIDEBOOK NUMBER: 124

COMPANY IDENTITY: Univar  
PRODUCT IDENTITY: CHLORINE, LIQUIFIED GAS

SDS DATE: 07/17/2013  
ORIGINAL: 07/17/2013



#### SECTION 15. REGULATORY INFORMATION

EPA REGULATION:  
SARA SECTION 311/312 HAZARDS: Acute Health

SARA TITLE III INGREDIENTS	CAS#	EINECS#	WT%	(REG.SECTION)	RQ(LBS)
Chlorine gas	7782-50-5	-	99.5-100	(302,311,312,313,RCRA)	10

All components of this product are on the TSCA list.

SARA Title III Section 313 Supplier Notification

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

Any release equal to or exceeding the RQ must be reported to the National Response Center (800-424-8802) and appropriate state and local regulatory agencies as described in 40 CFR 302.6 and 40 CFR 355.40 respectively. Failure to report may result in substantial civil and criminal penalties. State & local regulations may be more restrictive than federal regulations.

#### STATE REGULATIONS:

CALIFORNIA SAFE DRINKING WATER & TOXIC ENFORCEMENT ACT (PROPOSITION 65):  
This product may contain contaminants known to the State of California to cause cancer or reproductive toxicity.

#### INTERNATIONAL REGULATIONS

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

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

#### CANADA: WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (WHMIS)

A: Compressed Gas  
C: Oxidizing Material  
D1A: Material causing Immediate and Serious Toxic Effects (Very Toxic Material)  
E: Corrosive Material.

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

#### SECTION 16. OTHER INFORMATION

#### HAZARD RATINGS:

HEALTH (NFPA): 3, HEALTH (HMIS): 4, FLAMMABILITY: 0, PHYSICAL HAZARD: 0  
(Personal Protection Rating to be supplied by user based on use conditions.)  
This information is intended solely for the use of individuals trained in the NFPA & HMIS hazard rating systems.

#### EMPLOYEE TRAINING

See Section 2 for Risk & Safety Statements. Employees should be made aware of all hazards of this material (as stated in this SDS) before handling it.

## Univar USA Inc Material Safety Data Sheet

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

### **Notice**

Univar USA Inc. ("Univar") expressly disclaims all express or implied warranties of merchantability and fitness for a particular purpose, with respect to the product or information provided herein, and shall under no circumstances be liable for incidental or consequential damages.

Do not use ingredient information and/or ingredient percentages in this MSDS as a product specification. For product specification information refer to a product specification sheet and/or a certificate of analysis. These can be obtained from your local Univar sales office.

All information appearing herein is based upon data obtained from the manufacturer and/or recognized technical sources. While the information is believed to be accurate, Univar makes no representations as to its accuracy or sufficiency. Conditions of use are beyond Univar's control and therefore users are responsible to verify this data under their own operating conditions to determine whether the product is suitable for their particular purposes and they assume all risks of their use, handling, and disposal of the product, or from the publication or use of, or reliance upon, information contained herein.

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



## NSF Product and Service Listings

These NSF Official Listings are current as of **Friday, December 16, 2011** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

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

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

[CompanyName=univar+usa&PlantState=Ohio+OH&PlantCountry=UNITED+STATES&](http://www.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=univar+usa&PlantState=Ohio+OH&PlantCountry=UNITED+STATES&)

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# NSF/ANSI STANDARD 60

## Drinking Water Treatment Chemicals - Health Effects

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### Univar USA Inc.

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

Facility : Cincinnati, OH

#### Aluminum Chlorohydrate[AL]

*Trade Designation*

Aluminum Chlorohydrate Solution

*Product Function*

Coagulation & Flocculation

*Max Use*

250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

#### Aluminum Sulfate[AL]

*Trade Designation*

Liquid Alum

*Product Function*

Coagulation & Flocculation

*Max Use*

150mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

#### Ammonia, Anhydrous

*Trade Designation*

Anhydrous Ammonia

*Product Function*

Disinfection & Oxidation

*Max Use*

5mg/L

**Ammonium Hydroxide**

*Trade Designation*  
Aqua Ammonia

*Product Function*  
Disinfection & Oxidation

*Max Use*  
10mg/L

**Blended Phosphates[ZN]**

*Trade Designation*  
Liquid Polyphos

*Product Function*  
Corrosion Control  
Sequestering

*Max Use*  
20mg/L

[ZN] Based on an evaluation of health effects data, the level of zinc in the finished drinking water shall not exceed 2.0 mg/L.

**Chlorine[CL]**

*Trade Designation*  
Liquid Chlorine

*Product Function*  
Disinfection & Oxidation

*Max Use*  
30mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in finished drinking water to ensure compliance to all applicable regulations.

**Ferric Chloride**

*Trade Designation*  
Ferric Chloride Solution

*Product Function*  
Coagulation & Flocculation

*Max Use*  
250mg/L

**Ferric Sulfate**

*Trade Designation*  
Ferric Sulfate Solution  
LIQUID FERRI-FLOC

*Product Function*  
Coagulation & Flocculation  
Coagulation & Flocculation

*Max Use*  
600mg/L  
600mg/L

**Hydrofluosilicic Acid**

*Trade Designation*  
HFS Acid

*Product Function*  
Fluoridation

*Max Use*  
5.9mg/L

**Hydrogen Peroxide[HP]**

*Trade Designation*  
Hydrogen Peroxide 35%

*Product Function*  
Oxidant

*Max Use*  
3mg/L

Hydrogen Peroxide 50%

Dechlorination  
Oxidant  
Dechlorination

2.1mg/L

[HP] Use of this product shall be followed by chlorination to remove levels of hydrogen peroxide. Chlorine residuals shall not exceed 4 mg/L, the EPA's proposed maximum residual level.

**Miscellaneous Chemical Products**

*Trade Designation*  
Aqua Acid Blend[1]

*Product Function*  
Other

*Max Use*  
20mg/L

[1] These products may be used in chlorine dioxide generators. The generators should comply with the requirements of NSF/ANSI Standard 61.

**Polyaluminum Chloride[AL]***Trade Designation*

DeIPAC 2020

DeIPAC 2500

*Product Function*

Coagulation &amp; Flocculation

Coagulation &amp; Flocculation

*Max Use*

250mg/L

250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

**Sodium Carbonate***Trade Designation*

Soda Ash 15% Solution

Soda Ash Dense

Soda Ash Light

Sodium Carbonate 15% Solution

*Product Function*

Corrosion &amp; Scale Control

pH Adjustment

pH Adjustment

Corrosion Control

pH Adjustment

Corrosion &amp; Scale Control

Corrosion &amp; Scale Control

pH Adjustment

*Max Use*

100mg/L

100mg/L

100mg/L

100mg/L

**Sodium Chlorite [CL]***Trade Designation*

Sodium Chlorite 31.25%[1]

*Product Function*

Disinfection &amp; Oxidation

*Max Use*

21mg/L

[1] These products may be used in chlorine dioxide generators. The generators should comply with the requirements of NSF/ANSI Standard 61.

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in finished drinking water to ensure compliance to all applicable regulations.

**Sodium Hydroxide***Trade Designation*

Caustic Soda 20%

Caustic Soda 25%

Caustic Soda 30%

Caustic Soda 50%

*Product Function*

Corrosion &amp; Scale Control

pH Adjustment

Corrosion &amp; Scale Control

pH Adjustment

Corrosion &amp; Scale Control

pH Adjustment

Corrosion &amp; Scale Control

pH Adjustment

*Max Use*

250mg/L

200mg/L

165mg/L

100mg/L

**Sodium Hypochlorite[CL]***Trade Designation*

Liquichlor 10% Solution

Liquichlor 12.5% Solution

Liquichlor 5.25% Solution

Sodium Hypochlorite Solution 12.5%

*Product Function*

Disinfection &amp; Oxidation

Disinfection &amp; Oxidation

Disinfection &amp; Oxidation

Disinfection &amp; Oxidation

*Max Use*

75mg/L

60mg/L

142mg/L

60mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in finished drinking water to ensure compliance to all applicable regulations.

Soda Ash Light	pH Adjustment Corrosion & Scale Control	100mg/L
----------------	--	---------

**Sodium Chlorite [CL]**

<i>Trade Designation</i> Sodium Chlorite 31.25%[1]	<i>Product Function</i> Disinfection & Oxidation	<i>Max Use</i> 21mg/L
---	---	--------------------------

[1] This product may be used in chlorine dioxide generators. The generators should comply with the requirements of NSF/ANSI Standard 61.

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in finished drinking water to ensure compliance to all applicable regulations.

**Sodium Hydroxide**

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

**Sulfuric Acid**

<i>Trade Designation</i> Sulfuric Acid 66	<i>Product Function</i> pH Adjustment	<i>Max Use</i> 50mg/L
Sulfuric Acid, Drinking Water Grade	pH Adjustment	50mg/L

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

Number of matching Manufacturers is 1

Number of matching Products is 44

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**Sodium Polyphosphates, Glassy**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hexametaphosphate 30%	Corrosion & Scale Control	37mg/L
Sodium Hexametaphosphate 35%	Corrosion & Scale Control	22mg/L

**Sulfuric Acid**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sulfuric Acid 66	pH Adjustment	50mg/L
Sulfuric Acid, Drinking Water Grade	pH Adjustment	50mg/L

**Tetrapotassium Pyrophosphate**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
TKPP 60%	Sequestering	29mg/L

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

**Facility : Twinsburg, OH**

**Aluminum Sulfate[AL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Liquid Alum	Coagulation & Flocculation	150mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

**Hydrogen Peroxide[HP]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hydrogen Peroxide 35%	Dechlorination	3mg/L
Hydrogen Peroxide 50%	Oxidant	
	Dechlorination	2.1mg/L
	Oxidant	

[HP] Use of this product shall be followed by chlorination to remove levels of hydrogen peroxide. Chlorine residuals shall not exceed 4 mg/L, the EPA's proposed maximum residual level.

**Polyaluminum Chloride[AL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
DelPAC 2020	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

**Sodium Carbonate**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Soda Ash Dense	pH Adjustment	100mg/L
	Corrosion & Scale Control	

ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. UNIVAR USA INC.  
 17425 NE UNION HILL RD  
 REDMOND  
 WA 98052-3375

2.a. UNIVAR USA - CINCINNATI  
 4600 DUES DR  
 CINCINNATI BUTLER  
 OH 45246

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO.: 10-297-1785

SECTION E - ESTABLISHMENT INFORMATION

1-DISTRIBUTION OF INDUSTRIAL CHEMICALS

b. Y (WAS AN EEO-1 REPORT FILED FOR THIS  
 ESTABLISHMENT LAST YEAR?)

c. EI=911347935

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	MALE		***** FEMALE *****											TOTAL	
	HISP	HISP	WHITE	BLACK	NHOPI	ASIAN	NAT AM	2+RACE	WHITE	BLACK	NHOPI	ASIAN	NAT AM		2+RACE
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)
EXEC/SENIOR MGRS... (1.1)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID-LVL MGRS.. (1.2)	0	0	6	0	0	0	0	0	1	0	0	0	0	0	7
PROFESSIONALS..... (2 )	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
TECHNICIANS..... (3 )	0	0	2	0	0	0	0	0	2	0	0	0	0	0	4
SALES WORKERS..... (4 )	0	0	8	0	0	1	0	0	4	1	0	0	0	0	14
OFFICE AND CLERICAL. (5 )	0	0	1	1	0	0	0	0	6	0	0	0	0	0	8
CRAFT WORKERS (SKILL (6 )	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES (SEMI-SKI (7 )	0	0	59	10	0	0	0	0	2	0	0	0	0	0	71
LABORERS (UNSKILLED) (8 )	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS..... (9 )	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL (10 )	0	0	77	11	0	1	0	0	15	1	0	0	0	0	105
PREVIOUS YEAR TOTAL (11 )	0	0	0	0	VOID	VOID	0	VOID	0	0	VOID	VOID	0	VOID	0

\* OTHER QUESTIONS \*

DATES OF PAYROLL PERIOD: 09/10/2011 THRU 09/23/2011