

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

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

www.univarsolutionsusa.com



December 21, 2022

City of Lawton
Attn: City Clerk, 3rd floor Con. Room
212 SW 9th Street
Lawton OK 73501

RE: CL23-008 Fluorosilicic Acid

Dear City Clerk:

Univar USA Inc. is pleased to offer a price quote on your ITB due Tuesday, January 10, 2023 at 2:00 P.M. 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.

Thank you,

Roise Holiday
Municipal Specialist
Western Region
Univar Solutions USA Inc.
253-872-5068
muniteam-west@univar.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: 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.

City of Lawton INVITATION TO BID AND CONTRACT


MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: maegan.bishop@lawtonok.gov justine.quevara@lawtonok.gov QUESTIONS REGARDING BID: www.bidsync.com/bidsync-cas/	
Date Bid Typed: December 7, 2022	Dates Bid Advertised: December 9, 2022	No Bids Received After: January 10, 2023 2:00pm	
Contract Number and Title: CL23-008 Fluorosilicic Acid		Requirements-type Contract:	Contract Period: 12 months
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: Univar Solutions USA Inc. Roise Holiday		Reason for No Bid:	
Mailing Address: 12720 E US Hwy 92 trl: 427 Dover, FL 33527		Terms: 30 day net	
City: State: Zip: 206-653-5075	Delivery: 5 Business Days		
Area Code and Phone Number: 91-1347935		Email Address: muniteam-west@univarsolutions.com	
Federal Employer Identification Number or Social Security Number			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

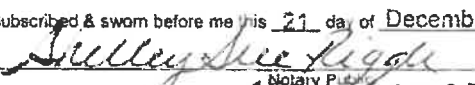
AFFIDAVIT: STATE OF Florida COUNTY OF Hillsborough

Roise Holiday of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred in addition to any other remedies available by law.


SIGNATURE OF AUTHORIZED AGENT

Firm: Univar Solutions USA Inc.
Address: 8201 S 212th Street
Kent WA 98032
(City, State, Zip)
Phone: 206-653-5075

Roise Holiday, Municipal Specialist
PRINT/TYPE NAME/TITLE
Subscribed & sworn before me this 21 day of December, 2022

Notary Public
My Commission expires: 08-18-2023



GENERAL CONDITIONS FOR BIDDING REQUIREMENTS CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.

**BIDDER – TO INSURE ACCEPTANCE OF THE BID,
CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE
TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID
WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.**

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. **ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED.** Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID" and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. **NOTE:** To qualify as having responded, bidder/vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. **NOTE:** Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations **WILL NOT** be provided by telephone. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**

- a. As the best interest of the City may require, the right is reserved to:
 1. Award by individual item, group of items, all or none, or a combination thereof.
 2. Award based upon a geographical district basis with one or more suppliers.
 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
- b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.

7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and is executed by the Mayor and City Clerk on behalf of the City of Lawton.
8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the City.
9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.
10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the **UNIT PRICE WILL GOVERN.**
11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.

13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with bidder/vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at the destination unless otherwise provided. "Destination: shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the bidder/vendor until accepted by the ordering agency. The bidder/vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
 - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance

of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/vendor shall hold and save the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor are to accept only those purchase orders issued by the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Accounting Division Forms unless instructed otherwise in the invitation to bid or executed contract agreement.
25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
27. **PAYMENT:**

- a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. **HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.**
 - b. **REQUIREMENTS ONLY PURCHASES:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. **UNLESS OTHERWISE SPECIFIED, ALL CONTACTS ARE REQUIREMTNS-TYPE CONTRACT,** meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
 - c. **Taxes:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
 - d. **Discounts:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
 - e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the bidder/vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid the name of any officer, director or agent who is also an employee of the City of Lawton or any of its agencies or subdivisions. Further, all bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/vendor, without exception, shall indemnify and save harmless the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or

materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.

31. **FACILITIES:** The City reserves the right to inspect the bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the awarding of the contract:
 - a. **General Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the bidder/vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence. One hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned. A current certificate showing that the bidder/vendor has a place shall be maintained on the file with the City Clerk of the City.
 - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:

- a. **Bidder's Bonds:** If required as a part of the specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
- b. **Performance Bonds:** If a performance Bond is required under the specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.

36. **TIME OF ESSENCE:** Unless otherwise stated time shall be considered of the essence to this agreement.

- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the bidder/vendor prior to submission of his bid and the City Council's acceptance thereof.
- b. When time is not of the essence this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the bidder/vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.

37. **DISCRIMINATION:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:

- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The bidder/vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or physical or mental impairment. Such actions

shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The bidder/vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.

- b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
 - c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.
38. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful bidder/vendor as a result of this bid. It shall be the bidder/vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid whom will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the bidder/vendor.
39. **ADVERTISING:** In submitting a proposal, bidder/vendor agrees not to use the results therefrom as a part of any commercial advertising.
40. **TERMINATION FOR CONVENIENCE OF THE CITY:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under this contract may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
 - b. Any such termination shall be effected by the delivery to the bidder/vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
 - c. After receipt of a notice of termination, the bidder/vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.
41. **VENUE:** This contract shall be governed by the laws of the State of Oklahoma.
42. **OKLAHOMA STATE CONTRACT:** Some items which the City solicits bids for are on the Oklahoma State Contract. The City is eligible to purchase from the State Contract and will check the prices on the State Contract and may elect to purchase under that contract without termination of this agreement.
43. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This agreement may not be modified except in writing signed by both parties.

44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Florida
COUNTY OF Hillsborough SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.

Univar Solutions USA Inc.
Business Name / Contractor Name

Roise Holiday

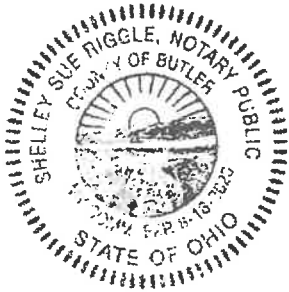
Signed
Print :

Roise Holiday

Attested to before me this 21 day of December 20, 22

Shelley Sue Riggle
Notary Public

My Commission Expires 08-18 20 23



NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.

CITY OF LAWTON SPECIFICATION

SPECIFICATION NUMBER: M-124

SPECIFICATION TITLE: Fluorosilicic Acid

APPROVAL DATE: 10-15-04

DELIVERY: **City of Lawton Water Treatment Plant**
 S. Lake Drive & Water Street
 Medicine Park OK 73557
 &
 City of Lawton Southeast Water Treatment Plant
 4596 SE 15th Street
 Lawton OK 73501

- a. Item(s) shall be delivered, FOB, to the address shown above.
- b. Item(s) shall be delivered between the hours of 8 am and 5 pm, Monday thru Friday unless otherwise agreed upon.

WARRANTY: N/A

DISCLAIMER: The City of Lawton reserves the right to accept or reject any or all bids.

DESCRIPTION:

- a. The following specifications are the **minimum** acceptable standards for the item(s) shown above.
- b. Any deviation from these specifications must be clearly annotated by the Bidder by checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- c. Failure to annotate deviations may cause bid to be deemed as non-responsive.

ITEM	DESCRIPTION	COMPLY	
		Y	N
1	Fluorosilicic Acid	✓	
a	Approximately 41,000 lbs or approximately 4000 gallons per shipment per plant	✓	
b	Assay, (H ₂ Sif ₆), 23% minimum	✓	
c	Fluorine (F), 18.2% minimum	✓	
d	Heavy Metals, as Lead (Pb), .02% maximum	✓	
e	Hydrofluoric Acid (HF), less than 1.00%	✓	
f	NSF certified for use in potable water	✓	
g	Complies with all applicable requirements of the AWWA B703 std., latest revision	✓	

**SPECIFICATION
FLUOROSILICIC ACID
(cont)**

Vendor to state delivery time after placement of order. This information will be used as part of the criteria in bid evaluation.

Vendor must supply security information at least twenty-four (24) hours prior to delivery, ie; drivers name, license number and photo. Vendor must supply trailer number and have seals on all openings.

Vendor must supply certified weight and product analysis on each delivery.



CITY OF LAWTON

FINANCE DEPARTMENT

December 12, 2022

**REQUEST FOR BID
CL23-008
FLUROSILICIC ACID**

The City of Lawton is hereby amending the above-mentioned Request for Request for Bid (CL). The original documentation can be found on at the City of Lawton City Clerk's office at 212 SW 9th Street, Lawton, OK 73501 and BidSync at <https://www.bidsync.com/bidsync-cas/>.

The following attachments are being revised in the Fluorosilicic Acid bid documents:

1. Price Sheet
 - a. Page 15 of 21

In the event that it is necessary to further amend, revise or supplement any part of this RFP, additional addenda will be posted to the City's website as well as Bidsync. The City will make a reasonable effort to provide the addenda to all bidders to whom the City provided the initial Invitation to Bid. The City is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addenda issued by the City.

ALL BIDDERS SHALL ACKNOWLEDGE AND INCLUDE THIS ADDENDA #1 AS PART OF THEIR SUBMITTAL PACKAGE.

Maegan Bishop
Contract Administrator

City Hall | 212 SW 9th Street | Lawton, Oklahoma 73501 | 580-581-3328
WWW.LAWTONOK.GOV

Bid Number: CL23-008
Bid Title: Fluorosilicic Acid

Vendor

Name: Univar Solutions USA Inc.

(please complete above information)

Price Bid

(must be completed and returned with the bid)

Item	Description	Est Qty	Unit	Unit Price
1	Fluorosilicic Acid	100,000	lbs	\$0.31/lb
				23% Assay
	As per specifications attached			

Notes:

1. This is a requirements contract.
2. There are no insurance requirements for this contract.
3. Please submit two copies of any additional documents such as descriptive literature.
4. WARRANTY:
 - a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
 - b) The vendor must also provide details, including prices, on any available extended or optional warranties.
 - c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.

Bid Number: CL 23-008

Bid Title: Fluorosilicic Acid

Vendor Name: Univar Solutions USA Inc.

(please complete above information)

Price Bid

(must be completed and returned with the bid)

Item	Description	Estimated Quantity	Unit	Unit Price
1.	Cationic Polymer (Bulk Delivery) price for 90-day guarantee	10,000	Lbs	No Bid
	As per specification			Assay Basis

Brand Bid: _____

Model Bid: _____

Bulk Deliveries will be delivered to:

City of Lawton, Water Treatment Plant
82 E. Lake Drive
Medicine Park, OK 73557
580-529.2703

Questions regarding the attached specifications should be posted onto Bidsync at www.bidsync.com/bidsync-cas/.

Contact: Carl Gray at 580.580-2703 or carl.gray@lawtonok.gov.

Notes:

1. As per accompanying Specifications.
2. This is a requirements contract.
3. There are no insurance or bond requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. Disclaimer: The City of Lawton reserves the right to accept or reject any or all bids.

Univar Solutions USA Inc.
3320 S. Council Road
Oklahoma City, OK 73179

T 405-745-2376
F 405-745-4934

www.univarsolutions.com



GENERAL INFORMATION

Regular Office Hours during which orders may be placed:

Monday – Friday 8:00 am – 5:00 pm (CST)

In case of an emergency during non-business hours:

For Non-Chemical Emergencies:

After-hours emergency phone – 24-hour response: Answering Service 405-745-2376

For Chemical Related Emergencies:

ChemTrec: (800) 424-9300

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

Office Phone: 405-745-2376
Office Fax: 405-745-4934

Customer Service/ Order Desk custSolmid-Central@univarsolutions.com

Bryan Arens - Branch Operations Manager bryan.arnes@univarsolutions.com

For anything pertaining to bids:

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

Roise Holiday
12720 E. US Hwy 92
Trl: 427
Dover, FL 33527
Muniteam-west@univarsolutions.com

Contacts: muniteam-west@univarsolutions.com

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

Roise Holiday
Municipal Specialist
Phone: (206) 653-5075
Roise.HolidayHenry@univarsolutions.com

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

Shawnasey McCarthy
Municipal Specialist Manager
Phone: (253) 872-5052
Fax: (253) 872-5041
Shawnasey.McCarthy@univarsolutions.com

Remittance Address:

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

Standard Payment Terms:

Net 30 days



CERTIFICATE OF CORPORATE SECRETARY

I, Julie Halperin, hereby certify that:

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

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

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

DocuSigned by:

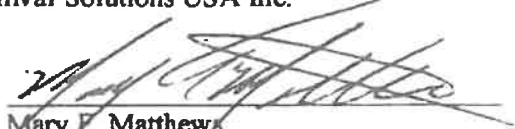
 5340E3E9DABA4E1
 Julie Halperin, Corporate Assistant Secretary

State of Illinois)
)
 County of DuPage)

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

Seal




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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570093377459 **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:			XSLG47304775 SIR applies per policy terms & conditions	06/01/2022	06/01/2023	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$3,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H10699058 Commercial Auto	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> 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			XCEG27380566009 SIR applies per policy terms & conditions	06/01/2022	06/01/2023	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC70303085 AOS WLRC70303048 MA	06/01/2022	06/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A							

Certificate No : 570093377459

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance. Iron Mountain Statutory Trust-1999 and Iron Mountain Records Management, Inc. are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER Univar Solutions 075 Highland Pkwy Ste 200 Downers Grove IL 60515-5560 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
---	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Univar Solutions USA Inc.	
POLICY NUMBER See Certificate Number: 570093377459			
CARRIER See Certificate Number: 570093377459	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
A				MMT H10699125 Truckers Liability	06/01/2022	06/01/2023	Combined Single Limi	\$5,000,000
	WORKERS COMPENSATION							
B		N/A		SCFC70302962 WI	06/01/2022	06/01/2023		
A		N/A		WCUC70303000 Excess WC--CA OH OR,WA SIR applies per policy terms & conditions	06/01/2022	06/01/2023		

Safety Data Sheet
HYDROFLUOSILICIC ACID SOLUTION

Version 1.5

Revision Date: 10/27/2022

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION**Product name** : HYDROFLUOSILICIC ACID SOLUTION**Recommended use of the chemical and restrictions on use**

Recommended use : Reserved for industrial and professional use.

Manufacturer or supplier's details**Company** : Univar Solutions USA, Inc.
Address : 3075 Highland Pkwy Suite 200
Downers Grove, IL 60515
United States of America (USA)**Emergency telephone number:**Transport North America: CHEMTREC (1-800-424-9300)
CHEMTREC INTERNATIONAL Tel # 703-527-3887**Additional Information:** : Responsible Party: Product Compliance Department
E-mail: SDSNA@univarsolutions.com
SDS Requests: 1-855-429-2661
Website: www.univarsolutions.com**SECTION 2. HAZARDS IDENTIFICATION****GHS Classification**

Corrosive to metals : Category 1

Acute toxicity (Oral) : Category 4

Acute toxicity (Dermal) : Category 3

Skin corrosion : Category 1

Serious eye damage : Category 1

GHS label elements

Hazard pictograms :



Signal word : Danger

Hazard statements : H290 May be corrosive to metals.
H302 Harmful if swallowed.
H311 Toxic in contact with skin.
H314 Causes severe skin burns and eye damage.**Precautionary statements** : **Prevention:**
P234 Keep only in original container.
P264 Wash skin thoroughly after handling.
P270 Do not eat, drink or smoke when using this product.

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P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.

Response:

P301 + P312 + P330 IF SWALLOWED: Call a POISON CENTER/ doctor if you feel unwell. Rinse mouth.

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

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

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

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

P362 Take off contaminated clothing and wash before reuse.

P390 Absorb spillage to prevent material damage.

Storage:

P405 Store locked up.

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

Disposal:

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

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance / Mixture : Mixture

Hazardous components

CAS-No.	Chemical name	Weight percent
16961-83-4	Fluorosilicic Acid	20 - 25
7664-39-3	Hydrofluoric acid	0.1 - 1

Actual concentration is withheld as a trade secret

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

Synonyms : HFS; Fluorosilicic Acid; Hydrofluorosilicic Acid,

SECTION 4. FIRST AID MEASURES

General advice : Move out of dangerous area.
Consult a physician.
Show this safety data sheet to the doctor in attendance.
Symptoms of poisoning may appear several hours later.
Do not leave the victim unattended.

If inhaled : If unconscious, place in recovery position and seek medical

Safety Data Sheet HYDROFLUOSILICIC ACID SOLUTION

Version 1.5

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	advice. If symptoms persist, call a physician.
In case of skin contact	: Immediate medical treatment is necessary as untreated wounds from corrosion of the skin heal slowly and with difficulty. Take victim immediately to hospital. If on skin, rinse well with water. If on clothes, remove clothes.
In case of eye contact	: Small amounts splashed into eyes can cause irreversible tissue damage and blindness. In the case of contact with eyes, rinse immediately with plenty of water and seek medical advice. Continue rinsing eyes during transport to hospital. Remove contact lenses. Protect unharmed eye. Keep eye wide open while rinsing. If eye irritation persists, consult a specialist. Take victim immediately to hospital.
If swallowed	: Keep respiratory tract clear. Do not induce vomiting without medical advice. Do not give milk or alcoholic beverages. Never give anything by mouth to an unconscious person. If symptoms persist, call a physician. Take victim immediately to hospital.

SECTION 5. FIREFIGHTING MEASURES

Suitable extinguishing media	: Carbon dioxide (CO2) Foam Dry powder Water mist
Unsuitable extinguishing media	: High volume water jet
Specific hazards during fire-fighting	: Do not allow run-off from fire fighting to enter drains or water courses.
Hazardous combustion products	: No hazardous combustion products are known
Further information	: Collect contaminated fire extinguishing water separately. This must not be discharged into drains. Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.
Special protective equipment for firefighters	: Wear self-contained breathing apparatus for firefighting if necessary.

Safety Data Sheet HYDROFLUOSILICIC ACID SOLUTION

Version 1.5

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SECTION 6. ACCIDENTAL RELEASE MEASURES

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

SECTION 7. HANDLING AND STORAGE

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

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

CAS-No.	Components	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
7664-39-3	Hydrofluoric acid	TWA	0.5 ppm (Fluorine)	ACGIH
		C	2 ppm (Fluorine)	ACGIH

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		TWA	3 ppm 2.5 mg/m ³	NIOSH REL
		C	6 ppm 5 mg/m ³	NIOSH REL
		TWA	3 ppm	OSHA Z-2
		TWA	3 ppm (Fluorine)	OSHA P0
		STEL	6 ppm (Fluorine)	OSHA P0
		TWA	0.5 ppm (Fluorine)	ACGIH
		C	2 ppm (Fluorine)	ACGIH
		TWA	3 ppm (Fluorine)	OSHA P0
		STEL	6 ppm (Fluorine)	OSHA P0
		PEL	0.4 ppm 0.33 mg/m ³ (Fluorine)	CAL PEL
		STEL	1 ppm 0.83 mg/m ³ (Fluorine)	CAL PEL

Personal protective equipment

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

Hand protection

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

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

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

Hygiene measures : Avoid contact with skin, eyes and clothing.
When using do not eat or drink.
When using do not smoke.

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Version 1.5

Revision Date: 10/27/2022

Wash hands before breaks and immediately after handling the product.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	: liquid
Colour	: Clear, colorless, Straw color
Odour	: pungent
Odour Threshold	: No data available
pH	: 1 - 2
Freezing Point (Melting point/freezing point)	: -20 °C (-4 °F)
Boiling Point (Initial boiling point and boiling range)	: 136 - 163 °C (277 - 325 °F)
Flash point	: does not flash
Evaporation rate	: No data available
Flammability (solid, gas)	: No data available
Upper explosion limit	: No data available
Lower explosion limit	: No data available
Vapour pressure	: No data available
Relative vapour density	: No data available
Relative density	: 1.2 @ 25 °C (77 °F) Reference substance: (water = 1)
Density	: 10.17 lb/gal @ 20 °C (68 °F)
Solubility(ies) Water solubility	: Miscible
Solubility in other solvents	: No data available
Partition coefficient: n-octanol/water	: No data available
Auto-ignition temperature	: No data available
Thermal decomposition	: No data available

Safety Data Sheet HYDROFLUOSILICIC ACID SOLUTION

Version 1.5

Revision Date: 10/27/2022

SECTION 10. STABILITY AND REACTIVITY

Reactivity	: No dangerous reaction known under conditions of normal use.
Chemical stability	: Stable under normal conditions.
Possibility of hazardous reactions	: No decomposition if stored and applied as directed.
Conditions to avoid	: Keep away from heat, flame, sparks and other ignition sources.
Incompatible materials	: glass Strong oxidizing agents

SECTION 11. TOXICOLOGICAL INFORMATION

Acute toxicity

Product:

Acute oral toxicity	: Acute toxicity estimate: 500.1 mg/kg
Acute inhalation toxicity	: Acute toxicity estimate: 50.01 mg/l Exposure time: 4 h Test atmosphere: vapour
Acute dermal toxicity	: Acute toxicity estimate: 500.05 mg/kg

Components:

7664-39-3:

Acute oral toxicity	: Assessment: The component/mixture is highly toxic after single ingestion. Remarks: No data available
Acute inhalation toxicity	: LC50 (Rat): 1610 ppm Assessment: The component/mixture is highly toxic after short term inhalation.
Acute dermal toxicity	: Assessment: The component/mixture is extremely toxic after single contact with skin. Remarks: No data available

Skin corrosion/irritation

Product:

Remarks: Extremely corrosive and destructive to tissue.

Safety Data Sheet HYDROFLUOSILICIC ACID SOLUTION

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Components:

16961-83-4:

Species: Rat

Result: Causes burns.

7664-39-3:

Species: Rabbit

Result: Causes severe burns.

Serious eye damage/eye irritation

Product:

Remarks: May cause irreversible eye damage.

Components:

7664-39-3:

Species: Rabbit

Result: Risk of serious damage to eyes.

Germ cell mutagenicity

Components:

7664-39-3:

Genotoxicity in vitro

: Test Type: Ames test
Species: Salmonella typhimurium
Result: negative

Genotoxicity in vivo

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

Germ cell mutagenicity -
Assessment

: Tests on bacterial or mammalian cell cultures did not show
mutagenic effects.

Carcinogenicity

Components:

7664-39-3:

Species: Rat

NOAEL: 25 mg/kg bw/day

Carcinogenicity - Assess-
ment

: Not classifiable as a human carcinogen.

IARC

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

OSHA

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

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

Reproductive toxicity

Components:

7664-39-3:

Reproductive toxicity - Assessment

Fertility classification not possible from current data.

Teratogenicity - Assessment : Embryotoxicity classification not possible from current data.

Further information

Product:

Remarks: No data available

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

Components:

7664-39-3:

Toxicity to fish : Remarks: No data available

Toxicity to daphnia and other aquatic invertebrates : EC50 (Daphnia magna (Water flea)): 97 mg/l
Exposure time: 48 h

Toxicity to algae : Remarks: No data available

Persistence and degradability

No data available

Bioaccumulative potential

No data available

Mobility in soil

No data available

Other adverse effects

Product:

Ozone-Depletion Potential

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

Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S.

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Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information : No data available

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

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

Do not dispose of waste into sewer.
 Do not contaminate ponds, waterways or ditches with chemical or used container.
 Send to a licensed waste management company.

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

SECTION 14. TRANSPORT INFORMATION

DOT (Department of Transportation):
 UN1778, Fluorosilicic acid, 8, II

IATA (International Air Transport Association):
 UN1778, Fluorosilicic acid, 8, II

IMDG (International Maritime Dangerous Goods):
 UN1778, FLUOROSILICIC ACID, 8, II

SECTION 15. REGULATORY INFORMATION

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

CERCLA Reportable Quantity

Components	CAS-No.	Component RQ (lbs)	Calculated product RQ (lbs)
Hydrofluoric acid	7664-39-3	100	10001
Hydrochloric acid	7647-01-0	5000	*

*: Calculated RQ exceeds reasonably attainable upper limit.

SARA 304 Extremely Hazardous Substances Reportable Quantity

Components	CAS-No.	Component RQ	Calculated product RQ
------------	---------	--------------	-----------------------

Safety Data Sheet HYDROFLUOSILICIC ACID SOLUTION

Version 1.5

Revision Date: 10/27/2022

		(lbs)	(lbs)
Hydrofluoric acid	7664-39-3	100	10001
Hydrochloric acid	7647-01-0	5000	*

*: Calculated RQ exceeds reasonably attainable upper limit.

SARA 311/312 Hazards : Corrosive to metals
Acute toxicity (any route of exposure)
Skin corrosion or irritation
Serious eye damage or eye irritation

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

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

Clean Air Act

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

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

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

Clean Water Act

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

7647-01-0 Hydrochloric acid
7664-39-3 Hydrofluoric acid

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

7647-01-0 Hydrochloric acid
7664-39-3 Hydrofluoric acid

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

Massachusetts Right To Know

16961-83-4 Fluorosilicic Acid
7647-01-0 Hydrochloric acid
7664-39-3 Hydrofluoric acid

Pennsylvania Right To Know

7732-18-5 Water
16961-83-4 Fluorosilicic Acid
7647-01-0 Hydrochloric acid
7664-39-3 Hydrofluoric acid

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

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

TSCA : On TSCA Inventory

Safety Data Sheet

HYDROFLUOSILICIC ACID SOLUTION

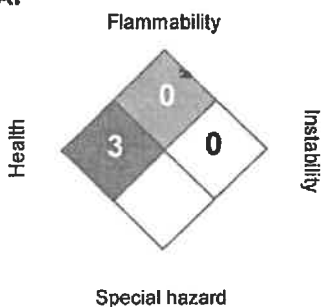
Version 1.5

Revision Date: 10/27/2022

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

SECTION 16. OTHER INFORMATION

NFPA:



HMIS III:

HEALTH	3/
FLAMMABILITY	0
PHYSICAL HAZARD	0

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

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

Revision Date : 10/27/2022

Material number:

16166001, 16176538, 16170213, 16169394, 16171091, 16145665, 16144609, 16151122, 16148601, 16159674, 16166531, 16141271, 16148010, 16150746, 16145666, 16143932, 16147890, 16140484

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

Safety Data Sheet

HYDROFLUOSILICIC ACID SOLUTION

Version 1.5

Revision Date: 10/27/2022

ACGIH	American Conference of Government Industrial Hygienists	LD50	Lethal Dose 50%
AICS	Australia, Inventory of Chemical Substances	LOAEL	Lowest Observed Adverse Effect Level
DSL	Canada, Domestic Substances List	NFPA	National Fire Protection Agency
NDSL	Canada, Non-Domestic Substances List	NIOSH	National Institute for Occupational Safety & Health
CNS	Central Nervous System	NTP	National Toxicology Program
CAS	Chemical Abstract Service	NZIoC	New Zealand Inventory of Chemicals
EC50	Effective Concentration	NOAEL	No Observable Adverse Effect Level
EC50	Effective Concentration 50%	NOEC	No Observed Effect Concentration
EGEST	EOSCA Generic Exposure Scenario Tool	OSHA	Occupational Safety & Health Administration
EOSCA	European Oilfield Specialty Chemicals Association	PEL	Permissible Exposure Limit
EINECS	European Inventory of Existing Chemical Substances	PICCS	Philippines Inventory of Commercial Chemical Substances
MAK	Germany Maximum Concentration Values	PRNT	Presumed Not Toxic
GHS	Globally Harmonized System	RCRA	Resource Conservation Recovery Act
>=	Greater Than or Equal To	STEL	Short-term Exposure Limit
IC50	Inhibition Concentration 50%	SARA	Superfund Amendments and Reauthorization Act.
IARC	International Agency for Research on Cancer	TLV	Threshold Limit Value
IECSC	Inventory of Existing Chemical Substances in China	TWA	Time Weighted Average
ENCS	Japan, Inventory of Existing and New Chemical Substances	TSCA	Toxic Substance Control Act
KECI	Korea, Existing Chemical Inventory	UVCB	Unknown or Variable Composition, Complex Reaction Products, and Biological Materials
<=	Less Than or Equal To	WHMIS	Workplace Hazardous Materials Information System
LC50	Lethal Concentration 50%		

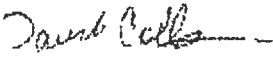


Batch 0002786637

PCS SALES (USA) INC.

Certificate Of Analysis

SWIFT CREEK Division - Florida, USA

Shipment Number: 8374109-1	Car Number: SHPX206886	Train Number:	Date Shipped: 16 Apr 2022																																	
Sold To: UNIVAR USA, INC. P.O. BOX 34325 SEATTLE, WA 98124-132		Ship To: UNIVAR USA INC 8979 SEEGER INDUSTRIAL DR. BERKELEY ST LOUIS, MO 63134-999																																		
Sold To PO: 4525419060		Ship To PO:																																		
Product: HFSA		Quantity: 98.700 ST																																		
Product Description: 23 PCT FLUOSILICIC ACID(HFSA)		Gross Weight: 255400 Tare Weight: 58000 Net Weight: 197400 LB																																		
<table border="0"> <thead> <tr> <th>Analytical</th> <th>Value</th> <th>Units</th> </tr> </thead> <tbody> <tr> <td>H2SIF6</td> <td>23.6051</td> <td>%</td> </tr> <tr> <td>APHA COLOR</td> <td>74.0000</td> <td>apha</td> </tr> <tr> <td>AS + PB</td> <td>48.5000</td> <td>ppm</td> </tr> <tr> <td>HF</td> <td>0.7395</td> <td>%</td> </tr> <tr> <td>AS</td> <td>46.7000</td> <td>ppm</td> </tr> <tr> <td>PB</td> <td>1.8000</td> <td>ppm</td> </tr> <tr> <td>SOLIDS</td> <td>PASS</td> <td></td> </tr> <tr> <td>SP.GR.</td> <td>1.2320</td> <td></td> </tr> <tr> <td>TEMP</td> <td>72.0000</td> <td>F</td> </tr> <tr> <td>P2O5</td> <td>0.1200</td> <td>%</td> </tr> </tbody> </table>		Analytical	Value	Units	H2SIF6	23.6051	%	APHA COLOR	74.0000	apha	AS + PB	48.5000	ppm	HF	0.7395	%	AS	46.7000	ppm	PB	1.8000	ppm	SOLIDS	PASS		SP.GR.	1.2320		TEMP	72.0000	F	P2O5	0.1200	%		
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SP.GR.	1.2320																																			
TEMP	72.0000	F																																		
P2O5	0.1200	%																																		
		 Laboratory Supervisor																																		
Remarks: WE CERTIFY THAT PRODUCT LOADED INTO THE VESSEL MEETS AWWA STANDARD B703 AND NSF/ANSI/CAN STANDARD 60 REQUIREMENTS. MAXIMUM DOSAGE 5 MG/L.																																				



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Wednesday, December 21, 2022** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

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

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=univar&TradeName=hfs&>

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

Univar Solutions Canada Ltd. DBA
Univar Canada Ltd.
64 Arrow Road
North York, ON M9M 2L9
Canada
416-740-5300

Facility : Valleyfield, Québec, Canada

Hydrofluosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
HFSA	Fluoridation	5mg/L

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

Univar Solutions USA Inc. DBA
Univar USA Inc.

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

Facility : # 1 St. Louis, MO

Hydrofluosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
HFS	Fluoridation	5mg/L

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

Facility : Distribution Center - Birmingham, AL

Fluorosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
HFS	Fluoridation	5mg/L

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

Facility : Distribution Center - Tampa, FL

Fluorosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
HFS	Fluoridation	5mg/L

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

Facility : Distribution Center - Baltimore, MD

Fluorosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
HFS	Fluoridation	5mg/L

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

Facility : Distribution Center - Elizabeth, NJ

Fluorosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
HFS	Fluoridation	5mg/L

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

Facility : Distribution Center - Charlotte Transflo, NC

Hydrofluosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
HFS (OB) Fluorosilicic Acid	Fluoridation	5mg/L

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

Facility : Distribution Center - Cincinnati, OH

Fluorosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
HFS	Fluoridation	5mg/L

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

Facility : Distribution Center - Cleveland, OH

Fluorosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
HFS	Fluoridation	5mg/L

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

Facility : Distribution Center - Columbiana, OH

Fluorosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
HFS	Fluoridation	5mg/L

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

Facility : Distribution Center – Saginaw, TX

Fluorosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
HFS	Fluoridation	5mg/L

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

Facility : Cincinnati Dues Drive, OH

Hydrofluosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
HFS Acid	Fluoridation	5mg/L

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

Number of matching Manufacturers is 2

Number of matching Products is 12

Processing time was 1 seconds

I CERTIFY that I have opened, read, and recorded herein all bids received and listed below:

Signature: *Justino Guovara*

ABSTRACT OF BIDS

IFB/RFP Number CL23-008		Page <u>1</u> of <u>1</u>		Bidder Number <u>1</u>		Bidder Number <u>1</u>	
IFB/RFP Title Fluorosilicic Acid		Date Opened: Tuesday, January 10, 2023		Penco, Inc. Sarah Duffy PO Box 600 San Felipe, TX 77473 979-885-0005 sarah@penco.com		Univar Solutions USA, Inc. Roise Holiday 12720 E. US Hwy 92 tr: 427 Dover, FL 33527 206-653-5075 munteam-west@univarsolutions.com	
Justine Guevara Buyer		Number of ADDENDA Issued 1		Addenda Acknowledged N/A		Addenda Acknowledged N/A	
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS...\$25,000: CERTIFICATE OF INSURANCE ENCLOSED:				As required Yes Yes N/A		As required Yes Yes N/A	
Item No.	Description of Bid Item	Est. Qty	Unit	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks
1	Fluorosilicic Acid	100.000	lbs	0.3335	-	0.31	-
2	Assay Basis			23-26%		23%	