

#### **FINANCIAL SERVICES**

212 SW 9<sup>th</sup> Street Lawton, Oklahoma 73501 (580) 581-3328 Ext 4 FAX (580) 581-3438

#### **MEMORANDUM**

To:

Rusty Whisenhunt, Director of Public Utilities

From:

Julie Magness, Budget and Accounting Supervisor

Date:

8/26/21

Subject:

CL20-028 Liquid Aluminum Sulfate

Please find the bids enclosed for CL20-028 Liquid Aluminum Sulfate following the bid opening on Tuesday, August  $24^{th}$ , 2021.

Please review the bids and send us your vendor recommendation for this contract by 8/31/2020, if possible.

If you have any questions or concerns, please contact Marcie Sego, Buyer (Marcie.sego@lawtonok.gov) and Maegan Dowlen, Contract Administrator (maegan.dowlen@lawtonok.gov).

Thank you,

Julie



#### FINANCIAL SERVICES

212 SW 9th Street Lawton, Oklahoma 73501 (580) 581-3328 Ext. 4 FAX (580) 581-3438

August 3, 2021

Interested Vendor:

SUBJECT: Special Instructions for Submission of Bid Packet

If you desire to submit a bid for CL20-028 Liquid Aluminum Sulfate, this letter is provided to clarify problem areas.

The bid packet is composed of the following documents:

Invitation for Bid and Contract with General Instructions

- Affidavit For Payments In Excess Of Twenty-Five Thousand Dollars (\$25,000.00)
- Department Specifications / Compliance Sheet
- Price Bid Sheet

You must include the following items in your bid packet or your bid cannot be considered:

- Page 1 of the Invitation for Bid/Contract must be returned. It must be the original properly signed and notarized.
- Price Bid Sheet and specifications sheets (with vendor's comments if applicable)

Please submit two (2) copies of any additional documents such as descriptive literature, samples, material safety data sheets or references. Please note that in some specifications, the submittal of the additional documents is required. If the documents are required and are not submitted, your bid may be considered non-responsive.

If you will require additional documents to be executed such as service agreements etc.., they must be submitted for legal review with your bid. No additional documents shall be considered or executed following bid submission unless it

Bid openings are held at 212 SW 9th Street Lawton, OK 73501 in the 2<sup>nd</sup> floor Conference Room @ 2:00 pm. Bid results may be obtained by attending the bid opening, making a written request and enclosing a stamped, self-addressed envelope, or by fax. Bid results are not available by telephone. Please specify if you desire the bid results or the results of who received the contract. Contract award information will not be available until the City Council awards the contract. Information will be mailed or faxed to

Examine your bid packet carefully as soon as you receive it. If any of the requested items are missing or if you have questions about the bid packet, contact Marcie Sego via email at Marcie.sego@lawtonok.gov or Maegan Dowlen via email at

Sincerely.

Maegan Dowlen Contract Administrator Financial Services

# City of Lawton

	INVITATION TO I	BID AND CONTRA	ACT	
MAIL SEALED BIDS	TO:	DIRECT INQUIRIE		
City Clerk	City Clerk		Marcie Sego, Buyer	
City of Lawton	n	marcie.sego@lawto		
212 SW 9th S	Street	Maegan Dowlen C	ontract Administrator	
Lawton, OK	73501	maegan.dowlen@la	awtonok gov	
Date Bid Typed:	Dates Bid Advertised:	No Bids Received After:	arrestori, gov	
August 3, 2021	August 4, 2021	August 24, 2024	0.00 5.44	
Contract Number and Title:		August 24, 2021	2:00 P.M. Contract Period:	
CL20-028 LIQUID ALUMI				
Bid Openings are held a	Lawton City Hall 2nd Floor Co	nference Room	12 months	
212 SW 9th Street Lawton Vendor Name and Point of Co	1. OK 73501 @ 2:00 pm			
CHAMELEON I	NDUSTRIES INC	Reason for No Bid:		
FAUSTIND "CHIM	10" GARZA, PRESIDEN	Name		
Mailing Address:	, respen	Terms:		
PO Box 85	307.7	NET 30	DAME	
		NET 30	0445	
	ip:	Delivery:		
	75185	48 HRS AR	20	
Area Code and Phone Number		FAX Area Code and Phone N	Number:	
972, 880, 149	33	972.692.86	47	
	n Number or Social Security Number	· · · · · · · · · · · · · · · · · · ·		
75-285308				
AFFIDAUT.		SIGNED AND NOTARIZED		
AFFIDAVIT: STATE	OF /EXAS	COUNTY OF DALLA	3	
JASON L. GAG	LZA			
Andrew or an	120	of lawful age, b	eing first duly sworn, on oath says that:	
and entering into said agreement, and employees, as well as facts pertaining to contract pursuant to the bid to which this procurement of the contract to which this bids; 3. Neither the bidder/vendor nor at freedom of competition by agreement to lor price in the prospective contract, or as exchange of money or other thing of value to any officer or employee of the City of attached. 4. Affiant further agrees to be herein, and to indemnify and hold harmless.	for certifying the facts pertaining to the o the giving or offering of things of values statement is attached; 2. Affiant is fully statement is attached and has been per hyone subject to the bidder/vendor's dire- bid at a fixed price or to refrain from bidd to any other terms of such prospective or e for special consideration in the letting of Lawton, any money or other thing of va-	existence of collusion among bidde the to government personnel in return aware of the facts and circumstances resonally and directly involved in the p ection or control has been a party: a. ing. b. to any collusion with any munic contract, c. in any discussions between of a contract, nor d. to paying, giving lue, either directly or indirectly, in pre- iant has misrepresented the scope or	Recuting the contract which is attached to this, or corporation, for the purpose of negotiating ars and between bidders and City officials of for special consideration in the letting of any surrounding the making of the bid and/or the proceedings leading to the submission of such to any collusion among bidders in restraint or cipal official or employee as to quantity, quality in bidders and any municipal official concerning or donating or agreeing to pay, give or donate occurring the contract to which his statement is extend of Affiant's authority to bind the bidder ions, and all employees of the aforementioned in addition to any other remedies available by	
Firm: Chameleon Inc Address: PO BOX 85 Mesquite of (City. State,	Justries Inc 3027 Ly 75/85-3027 Su Zip)	SIGNATURE OF  JASON L.  PRINT/TYPE  bscribed & sworn before me this 20  Rebekah	AUTHORIZED AGENT  SARZA / VICE PRESIDENT  PENAMENTITLE  3 day of August, 2021  Srusham	
Phone: 972-880-	1493 Mv	Commission expires: August	ary Public 2 2 2 3	

INVITATION TO BID AND CONTRACT PAGE 1 OF 11



# 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.

- 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
- 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:
  - Award by individual item, group of items, all or none, or a combination thereof.
  - Award based upon a geographical district basis with one or more suppliers.
  - 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.
- 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.
- 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.
- 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
  - 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 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, 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 "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.
- 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 t 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 injures 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 Clark 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.
- 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	Texas	
COUNTY OF	Dallas	SS
will be (completed the affiant. Affiant official, officer or	d or supplied) in it further states employee of the	et, contractor, supplier or engineer), of lawful age, being first duly sworn, ne and correct. Affiant further states that the (work, services or materials) a accordance with the plans, specifications, orders or requests furnished that (s) he has made no payment directly or indirectly to any elected city of Lawton, any county or local subdivision of the state, of money nor procure the contract or purchase order.
		Chameleon Industries Inc.
		Business Name / Contractor Name
		Signed Jason L. Garza
A	ttested to before	me this 23rd day of August 2021
		Rebekah Brishan Notary Public
M	y Commission I	expires 8/1 2023.  REBEKAH GRISHAM Notary ID #128692128 My Commission Expires August 1, 2023

<u>NOTE</u>: 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-127

114 14

SPECIFICATION TITLE: Aluminum Sulfate, Liquid

APPROVAL DATE: 10/15/03

DELIVERY: City of Lawton Water Treatment Plant, Medicine Park, Ok 73557

a. Item(s) shall be delivered, FOB, to the address shown above.

**WARRANTY:** None

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.

#### **ALUMINUM SULFATE, LIQUID**

Quantity: Delivery must be shipped bulk approximately 4,500 gallons per load.

		COMPLY
1). Total soluble Al <sub>2</sub> O 3%	Minimum 8.0- Maximum 8.3	Y_X_N
2). Total soluble Iron as Fe <sub>2</sub> O <sub>3</sub> %	<0.02	Y <u> </u>
3). Water insolubles, %	0.02 Max	Y <u>x</u> N

- 4). Vendor to supply security information 24 hours prior to delivery. i.e. (Drivers name, license number, picture, trailer number and hatch seal number.)
- 5). Vendor to supply certified weight certificate at time of delivery. Payment shall be made only for the weight of product delivered.
- 6). Vendor must supply certificate of analysis for each load to include total manganese and iron content.
- 7). Vendor to state delivery time. This information will be used as criteria in bid evaluation.

- 8). Liquid Alum must comply with AWWA Standard B403-98. Vendor must supply a current
  - and complete material safety data sheet (MSDS) before their first delivery.
- 9). Product acceptability shall be established under the applicable ANSI/NSF Standard (60 or 61) and must be certified as suitable for contact with or treatment of drinking water.
- The Vendor's agent (truck driver) shall provide samples for the plant operator according to AWWA standard B403-98. Plant operator will provide sample containers.
- 11). The City shall retain one sample from each shipment. The sample will be held until the next shipment of product is received. The vendor agrees the content of this sample fairly represents the quality of the product delivered in that shipment.

Bid Number: CL20-028 Bid Title: Liquid Aluminum Sulfate

Vendor Name: Chameleon Industries Inc. (please complete above information)

**Price Bid** 

(must be completed and returned with the bid)

em	Description	Est Qty	Unit	Unit Price
1 Li	iquid Aluminum Sulfate	536,637	Gal	<b>\$ 1.13</b>

Any questions in regards to the attached specifications should be addressed to David Hastings, Water Treatment Plant Superintendent, at (580) 512-7884 or David.hastings@lawtonok.gov.

#### Notes:

- As per accompanying specifications. 1.
- 2. This is a requirements contract.
- There are no insurance requirements for this contract. 3.
- Please submit two copies of any additional documents such as descriptive literature. 4.



# **Aluminum Sulfate, Solution (Alum)**

### Safety Data Sheet



## SECTION 1 - PRODUCT AND COMPANY IDENTIFICATION

Product Name: | Aluminum Sulfate, Solution

Other Name(s): | Alum

Chemical Family: Inorganic, salt

Recommended Use: | Water treatment coagulant/flocculent, papermaking pH control

Manufacturer: Chameleon Industries, Inc.

P.O. Box 853027

Mesquite, TX 75185

More Information: Customer Service: 972.880.1493 (Monday-Friday, 8:00am-5:00pm)

Email: info@chameleonindustriesinc.com

Emergency: call CHEMTREC, 1.800.424.9300 (24hr/day, 7 days/week)

#### SECTION 2 - HAZARDS IDENTIFICATION

Classification: | Skin Irritant 2, Eye Irritant 2A, Corrosion 1

Signal Word: | Warning

Hazard Statement: Causes severe skin burns and eye damage (H314). May be corrosive to

metals (H290). Harmful to aquatic life (H402).

Symbol(s): Harmful (GHS07), Corrosion (GHS05)

**Precautionary Statements:** 

Prevention: Keep only in original container (P234). Do not breathe vapors, mist, or

spray (P260). Wash hands, forearms, and exposed areas thoroughly after handling (P264). Avoid release to the environment (P273). Wear eye &

face protection; protective clothing and gloves (P280).

Response: | IF SWALLOWED: rinse mouth. Do NOT induce vomiting

(P301,P330,P331). IF ON SKIN (or hair): Take off immediately all

contaminated clothing. Rinse skin with water/shower (P303,P361,P353). IF INHALED: Remove person to fresh air and keep at rest in a position comfortable for breathing (P304,P340). IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to

do. Continue rinsing (P305,P351,P338). IF IRRITATION PERSISTS:

Immediately call a POISON CENTER or doctor (P310). Absorb spillage to

prevent material damage (P390).

Storage: | Store locked up (P405). Store in corrosive resistant containers such as

polypropylene, polyethylene, PVC, or 316 SS (P406).

Disposal: | Dispose of contents/container in accordance with applicable

regulations. May constitute hazardous waste if pH is less than 2 (P501).

Other Hazards: Ingestion or inhalation not recommended and could present hazards not

otherwise classified.

## SECTION 3 - COMPOSITION/INFORMATION ON INGREDIENTS

Component CAS No.		Weight Percent	
Water	7732-18-5	50-52%	
Aluminum Sulfate	10043-01-3	48-50%	

Chameleon Industries Inc. Issue Date: 08/01/2020

#### **SECTION 4 - FIRST AID MEASURES**

Eye Contact: Immediately flush eyes for at least 30 minutes. Remove contact lenses if

worn. Get medical attention if irritation persists.

Skin Contact: Wash skin with soap and water. Remove contaminated clothing and

shoes. If irritation develops, get medical attention.

Inhalation: If adverse effects occur, relocate to fresh air. Give artificial respiration if not

breathing. If difficulty breathing, give oxygen and get medical attention. Do not induce vomiting. Consume large quantities of water. Get medical

attention immediately.

#### **SECTION 5 – FIRE FIGHTING MEASURES**

Flammable Properties: Negligible fire hazard. Not flammable.

**Extinguishable Media:** No unsuitable extinguishing media known.

Explosion Limits:

Ingestion:

Impact Sensitivity: Not sensitive Static Discharge Sensitivity: Not sensitive

Protective Equip & Precaution: Wear self-contained breathing apparatus (SCBA) and full protective

equipment. Poisonous gases may be produced in fire (aluminum and

sulfur oxides). Use water spray to keep containers cool.

#### **SECTION 6 - ACCIDENTAL RELEASE MEASURES**

Spill or Other Release: Stop leak if possible without personal risk. Dilute small spills or leaks

cautiously with water. Large spills should be absorbed with sand, soda ash, or limestone. Adequate ventilation is required if soda ash or limestone is used, due to consequent release of carbon dioxide gas.

Dispose of residue in accordance with applicable regulations.

#### SECTION 7 - HANDLING AND STORAGE

Handling: Avoid contact with eyes, skin, and clothing. Avoid breathing vapors or

mist. Wash thoroughly after handling.

Storage: Keep container tightly sealed when not in use. Store in cool, dry, well

ventilated areas. Keep separated from incompatible substances.

## SECTION 8 - EXPOSURE CONTROLS/PERSONAL PROCTECTION

Component Exposure Limits: | Aluminum Sulfate - 2mg/m³ (ACGIH TLV and OSHA PEL)

**Ventilation:** Provide local exhaust to keep airborne concentrations below exposure limits

Personal Protective Equipment:

Eyes/Face: Wear splash resistant safety goggles. Provide an emergency eye wash

fountain and quick drench shower in the work area.

Skin: Wear appropriate chemical resistant clothing and gloves. If prolonged or

repeated contact is anticipated, all clothing should be impervious to liquid.

Respiratory: If workplace conditions warrant respirator use a respiratory protection

program that meets OSHA 1910.134 and ANSI Z88.2 or federal requirement.

#### **SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES**

Appearance: | Colorless, light green or light amber liquid

Physical State: | Liquid

Odor: | Negligible odor

Chemical Formula: 748.5% Al<sub>2</sub>(SO<sub>4</sub>)<sub>3</sub> 14H<sub>2</sub>O in water

**pH:** 1.8 – 2.5

Specific Gravity: 1.31 – 1.34

**Viscosity:** 25cps @ 68°F / 20°C

Plash Point:
Boiling Point:
Boiling Point:
Plammability:

Density:
11.1 lb/gal
Not applicable

128°F / 109°
9°F / -13°C
Not applicable

Autoignition Temperature: Not applicable

**Decomposition Temperature:** | 1400°F

**Explosive Limits:** No information available

Vapor Pressure: Not determined Not applicable Vapor Density: Not applicable

%**VOC**: 0.0

**Molecular Weight:** 594 for Al<sub>2</sub>(SO<sub>4</sub>)<sub>3</sub> 14H<sub>2</sub>O

Water Solubility: | Complete (100%

#### **SECTION 10 - STABILITY AND REACTIVITY**

**Chemical Stability:** Stable at normal temperatures and pressure.

Incompatible Products: Alkalis and water reactive materials cause violent exothermic reactions.

Metals may be corrosive in the presence of moisture.

Hazardous Decomposition Products: Thermal oxidative decomposition occurs at temperatures greater than 1400°F

and can produce sulfur oxides. These are toxic, corrosive, and act as oxidizers.

Possibility of Hazardous Reactions: | Will not occur.

#### **SECTION 11 - TOXICOLOGICAL INFORMATION**

Acute Toxicity: The acute oral LD50 is greater than 5,000 mg/kg.

**Chronic Toxicity:** The acute oral LD50 is greater than 5,000 mg/kg.

Symptoms of Overexposure: | May cause skin and eye irritation. If inhaled, may cause headaches,

nausea, and respiratory irritations.

Carcinogenicity: Not listed as a carcinogen by NTP, IARC, or OSHA.

Other Possible Health Hazards: | The common recognized injury from Aluminum Sulfate is local tissue

irritation. The irritating action is often from hydrolysis to form sulfuric acid and may occur from ingestion, skin or eye contact, or inhalation of

dusts and mists. Remove victim from contaminated area.

Eye & Skin: May cause corneal burns or severe irritation in eyes. Fumes or mists may

cause irritation or burns to skin.

Ingestion: Oral and gastrointestinal irritation. Local tissue damage. Nausea,

vomiting, diarrhea, and gastrointestinal bleeding may follow. Can be fatal

if swallowed in sufficient quantities

# SECTION 11 - TOXICOLOGICAL INFORMATION (cont.)

Inhalation

Irritation of the respiratory system. Long term exposure may cause bronchial irritation, coughing, and bronchial pneumonia. Medical conditions generally aggravated are acute and chronic respiratory diseases.

Routes of Entry:

Ingestion, skin or eye contact, or inhalation of dusts and mists.

#### **SECTION 12 - ECOLOGICAL INFORMATION**

**Ecotoxicity:** 

None of the material components are known to be hazardous to the environment or not degradable in waste water treatment plants.

Aquatic Toxicity - Freshwater Fish:

Aluminum Sulfate, LC50 – 100mg/L, Carassius auratus 96hr Aluminum Sulfate, LC50 – 37mg/L, Gambusia affnis 96hr

Invertebrate:

Aluminum Sulfate, EC50 – 136mg/L, Daphnia magna 15min

Freshwater Algae:

No data available.

Persistence and Degradability:

Can be eliminated from water by precipitation or flocculation

Bioaccumulation:

No data available.

Mobility in Environmental Media:

No data available.

Other Adverse Effects:

Aluminum Sulfate, 14ppm, Freshwater Fundulus 36hr Aluminum Sulfate, 235ppm, Mosquito fish 96hr

Aluminum Sulfate, 250ppm, Largemouth Bass 96

#### SECTION 13 - DISPOSAL CONSIDERATIONS

**Waste Disposal Methods:** 

**Component Waste Numbers: Contaminated Packaging:** 

Dispose of waste in accordance with all federal, state, and local regulations. The U.S. EPA has not published waste numbers for this product's components. Empty containers should be taken for local recycling, recovery or waste disposal

#### **SECTION 14 - TRANSPORT INFORMATION**

**US DOT & TDG** - Shipping Name:

Environmentally Hazardous Substance, liquid, n.o.s. (contains Aluminum Sulfate)

Hazard Class:

UN No.:

UN3082

Packing Group

**PGIII** 

#### SECTION 15 - REGULATORY INFORMATION

**U.S. Federal Regulations:** 

Material (10043-01-3) contains one or more chemicals required to be identified under SARA Section 302 (40 CFR 355 Appendix A), SARA Section 311/312 (40 CFR 370.21), SARA Section 313 (40 CFR 372.65), CERCLA (40 CFR 302.4), TSCA 12(b), and/or require an OSHA process safety plan.

SARA 311/312:

**Immediate** Delayed Fire Pressure Reactivity Yes No No No No

NFPA:

Flammability: 0

Instability: 1

Health: 1



#### **SECTION 16 - OTHER INFORMATION**

**Current Issue Date:** 1 August 2020 **Previous Issue Date:** 1 January 2018

**Revision Summary:** No Substantive Update

Disclaimer: All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chameleon Industries Inc. is not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chameleon Industries Inc. shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents. This SDS is to be utilized solely as a reference document and it is not to be used to satisfy the distribution requirements of OSHA's Hazard Communication nor Canada's Controlled product Regulation.

#### **END OF SAFETY DATA SHEET**

Chameleon Industries Inc. Issue Date: 08/01/2020



# Aluminum Sulfate, Solution (Alum)

Safety Data Sheet



# SECTION 1 - PRODUCT AND COMPANY IDENTIFICATION

Product Name: | Aluminum Sulfate, Solution

Other Name(s): | Alum

Chemical Family: | Inorganic, salt

Recommended Use: | Water treatment coagulant/flocculent, papermaking pH control

Manufacturer: Chameleon Industries, Inc.

P.O. Box 853027 Mesquite, TX 75185

More Information: Customer Service: 972.880.1493 (Monday-Friday, 8:00am-5:00pm)

Email: info@chameleonindustriesinc.com

Emergency: call CHEMTREC, 1.800.424.9300 (24hr/day, 7 days/week)

#### **SECTION 2 - HAZARDS IDENTIFICATION**

Classification: | Skin Irritant 2, Eye Irritant 2A, Corrosion 1

Signal Word: Warning

Hazard Statement: | Causes severe skin burns and eye damage (H314). May be corrosive to

metals (H290). Harmful to aquatic life (H402).

Symbol(s): | Harr

Harmful (GHS07), Corrosion (GHS05)

**Precautionary Statements:** 

Prevention: Keep only in original container (P234). Do not breathe vapors, mist, or

spray (P260). Wash hands, forearms, and exposed areas thoroughly after handling (P264). Avoid release to the environment (P273). Wear eye &

face protection; protective clothing and gloves (P280).

Response: | IF SWALLOWED: rinse mouth. Do NOT induce vomiting

(P301,P330,P331). IF ON SKIN (or hair): Take off immediately all

contaminated clothing. Rinse skin with water/shower (P303,P361,P353). IF INHALED: Remove person to fresh air and keep at rest in a position comfortable for breathing (P304,P340). IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to

do. Continue rinsing (P305,P351,P338). IF IRRITATION PERSISTS:

Immediately call a POISON CENTER or doctor (P310). Absorb spillage to

prevent material damage (P390).

Storage: Store locked up (P405). Store in corrosive resistant containers such as

polypropylene, polyethylene, PVC, or 316 SS (P406).

Disposal: Dispose of contents/container in accordance with applicable

regulations. May constitute hazardous waste if pH is less than 2 (P501).

Other Hazards: Ingestion or inhalation not recommended and could present hazards not

otherwise classified.

# SECTION 3 - COMPOSITION/INFORMATION ON INGREDIENTS

Component	CAS No.	Weight Percent	
Water	7732-18-5	50-52%	_
Aluminum Sulfate	10043-01-3	48-50%	

Chameleon Industries Inc. Issue Date: 08/01/2020

#### **SECTION 4 - FIRST AID MEASURES**

Eye Contact: | Immediately flush eyes for at least 30 minutes. Remove contact lenses if

worn. Get medical attention if irritation persists.

Skin Contact: Wash skin with soap and water. Remove contaminated clothing and

shoes. If irritation develops, get medical attention.

Inhalation: If adverse effects occur, relocate to fresh air. Give artificial respiration if not

breathing. If difficulty breathing, give oxygen and get medical attention. Do not induce vomiting. Consume large quantities of water. Get medical

attention immediately.

#### **SECTION 5 - FIRE FIGHTING MEASURES**

Ingestion:

Flammable Properties: Negligible fire hazard. Not flammable.

Extinguishable Media: No unsuitable extinguishing media known.

Explosion Limits:

Impact Sensitivity: Not sensitive

Static Discharge Sensitivity: Not sensitive Protective Equip & Precaution: Wear self-cor

Wear self-contained breathing apparatus (SCBA) and full protective equipment. Poisonous gases may be produced in fire (aluminum and

sulfur oxides). Use water spray to keep containers cool.

# SECTION 6 - ACCIDENTAL RELEASE MEASURES

Spill or Other Release: Stop leak if possible without personal risk. Dilute small spills or leaks

cautiously with water. Large spills should be absorbed with sand, soda ash, or limestone. Adequate ventilation is required if soda ash or limestone is used, due to consequent release of carbon dioxide gas.

Dispose of residue in accordance with applicable regulations.

#### SECTION 7 - HANDLING AND STORAGE

Handling: Avoid contact with eyes, skin, and clothing. Avoid breathing vapors or

mist. Wash thoroughly after handling.

Storage: Keep container tightly sealed when not in use. Store in cool, dry, well

ventilated areas. Keep separated from incompatible substances.

## SECTION 8 - EXPOSURE CONTROLS/PERSONAL PROCTECTION

Component Exposure Limits: | Aluminum Sulfate - 2mg/m³ (ACGIH TLV and OSHA PEL)

Ventilation: Provide local exhaust to keep airborne concentrations below exposure limits

Personal Protective Equipment:

Eyes/Face: Wear splash resistant safety goggles. Provide an emergency eye wash

fountain and quick drench shower in the work area.

Skin: Wear appropriate chemical resistant clothing and gloves. If prolonged or

repeated contact is anticipated, all clothing should be impervious to liquid.

Respiratory: If workplace conditions warrant respirator use a respiratory protection program that meets OSHA 1910.134 and ANSI Z88.2 or federal requirement.

## SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES

Appearance: | Colorless, light green or light amber liquid

Physical State: | Liquid

Odor: | Negligible odor

Chemical Formula:  $\sim 48.5\% \text{ Al}_2(\text{SO}_4)_3 \text{ 14H}_2\text{O} \text{ in water}$ 

pH: 1.8 – 2.5

Specific Gravity: 1.31 - 1.34

**Viscosity:** | 25cps @ 68°F / 20°C

Plash Point:
Boiling Point:
Belting Point:
Plammability:

Density:

11.1 lb/gal
Not applicable

128°F / 109°
9°F / -13°C
Not applicable

Autoignition Temperature: Not applicable

**Decomposition Temperature:** | 1400°F

**Explosive Limits:** No information available

Vapor Pressure: Not determined
Not applicable
Vapor Density: Not applicable

%VOC: | 0.0

Molecular Weight: 594 for Al<sub>2</sub>(SO<sub>4</sub>)<sub>3</sub> 14H<sub>2</sub>O

Water Solubility: | Complete (100%

#### **SECTION 10 - STABILITY AND REACTIVITY**

**Chemical Stability:** Stable at normal temperatures and pressure.

Incompatible Products: Alkalis and water reactive materials cause violent exothermic reactions.

Metals may be corrosive in the presence of moisture.

Hazardous Decomposition Products: Thermal oxidative decomposition occurs at temperatures greater than 1400°F

and can produce sulfur oxides. These are toxic, corrosive, and act as oxidizers.

Possibility of Hazardous Reactions: | Will not occur.

#### **SECTION 11 - TOXICOLOGICAL INFORMATION**

Acute Toxicity: The acute oral LD50 is greater than 5,000 mg/kg.

**Chronic Toxicity:** The acute oral LD50 is greater than 5,000 mg/kg.

Symptoms of Overexposure: May cause skin and eye irritation. If inhaled, may cause headaches,

nausea, and respiratory irritations.

Carcinogenicity: Not listed as a carcinogen by NTP, IARC, or OSHA.

Other Possible Health Hazards: The common recognized injury from Aluminum Sulfate is local tissue

irritation. The irritating action is often from hydrolysis to form sulfuric acid and may occur from ingestion, skin or eye contact, or inhalation of

dusts and mists. Remove victim from contaminated area.

Eye & Skin: | May cause corneal burns or severe irritation in eyes. Fumes or mists may

cause irritation or burns to skin.

Ingestion: Oral and gastrointestinal irritation. Local tissue damage. Nausea,

vomiting, diarrhea, and gastrointestinal bleeding may follow. Can be fatal

if swallowed in sufficient quantities

Chameleon Industries Inc. Issue Date: 08/01/2020

# SECTION 11 - TOXICOLOGICAL INFORMATION (cont.)

Inhalation

Irritation of the respiratory system. Long term exposure may cause bronchial irritation, coughing, and bronchial pneumonia. Medical conditions generally aggravated are acute and chronic respiratory diseases.

Routes of Entry:

Ingestion, skin or eye contact, or inhalation of dusts and mists.

#### SECTION 12 - ECOLOGICAL INFORMATION

None of the material components are known to be hazardous to the **Ecotoxicity:** 

environment or not degradable in waste water treatment plants.

Aquatic Toxicity - Freshwater Fish: Aluminum Sulfate, LC50 – 100mg/L, Carassius auratus 96hr

Aluminum Sulfate, LC50 – 37mg/L, Gambusia affnis 96hr

Aluminum Sulfate, EC50 – 136mg/L, Daphnia magna 15min Invertebrate:

Freshwater Algae: No data available.

Persistence and Degradability: Can be eliminated from water by precipitation or flocculation

Bioaccumulation: No data available.

**Mobility in Environmental Media:** No data available.

> Other Adverse Effects: Aluminum Sulfate, 14ppm, Freshwater Fundulus 36hr

> > Aluminum Sulfate, 235ppm, Mosquito fish 96hr Aluminum Sulfate, 250ppm, Largemouth Bass 96

#### **SECTION 13 - DISPOSAL CONSIDERATIONS**

Waste Disposal Methods: **Component Waste Numbers:**  Dispose of waste in accordance with all federal, state, and local regulations. The U.S. EPA has not published waste numbers for this product's components.

**Contaminated Packaging:** 

Empty containers should be taken for local recycling, recovery or waste disposal

#### **SECTION 14 - TRANSPORT INFORMATION**

**US DOT & TDG - Shipping Name:** 

Environmentally Hazardous Substance, liquid, n.o.s. (contains Aluminum Sulfate)

Hazard Class:

UN3082

UN No.:

Packing Group

PGIII

#### SECTION 15 - REGULATORY INFORMATION

**U.S. Federal Regulations:** 

Material (10043-01-3) contains one or more chemicals required to be identified under SARA Section 302 (40 CFR 355 Appendix A), SARA Section 311/312 (40 CFR 370.21), SARA Section 313 (40 CFR 372.65), CERCLA (40 CFR 302.4), TSCA 12(b), and/or require an OSHA process safety plan.

SARA 311/312:

**Immediate** Delayed Fire Pressure Reactivity Yes No No No No

NFPA:

Health: 1

Flammability: 0

Instability: 1



#### **SECTION 16 - OTHER INFORMATION**

Current Issue Date: 1 August 2020
Previous Issue Date: 1 January 2018

Revision Summary: No Substantive Update

Disclaimer: All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or other intellectual property misappropriation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chameleon Industries Inc. is not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chameleon Industries Inc. shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents. This SDS is to be utilized solely as a reference document and it is not to be used to satisfy the distribution requirements of OSHA's Hazard Communication nor Canada's Controlled product Regulation.

#### **END OF SAFETY DATA SHEET**

Chameleon Industries Inc. Issue Date: 08/01/2020

# FDPH.MH28311 Drinking Water Treatment Chemicals

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# **Drinking Water Treatment Chemicals**

See General Information for Drinking Water Treatment Chemicals

**CHAMELEON INDUSTRIES INC** 

PO BOX 853027 MESQUITE, TX 75185 USA MH28311

#### NSF/ANSI 60

Plant at: Corsicana, TX

Trade Dsg	Category	Max Use Level (mg/L)
Aluminum Sulfate [*Al]		•
Alum	Coagulation and Flocculation Products	150
Alum C [*Cu]	Coagulation and Flocculation Products	150
Aluminum Sulfate "C" [*Cu]	Coagulation and Flocculation Products	150
CI 3002	Coagulation and Flocculation Products	140
CI 3007	Coagulation and Flocculation Products	140
CI 3102	Coagulation and Flocculation Products	140
CI 3103	Coagulation and Flocculation Products	140
CI 3107	Coagulation and Flocculation Products	140
CI 3108	Coagulation and Flocculation Products	140
CI 3203	Coagulation and Flocculation Products	140
CI 3204	Coagulation and Flocculation Products	140
CI 3208	Coagulation and Flocculation Products	140
CI 3209	Coagulation and Flocculation Products	140
CI 3302	Coagulation and Flocculation Products	140
CI 3304	Coagulation and Flocculation Products	140
CI 3307	Coagulation and Flocculation Products	140
CI 3309	Coagulation and Flocculation Products	140
CI 3403	Coagulation and Flocculation Products	140
CI 3404	Coagulation and Flocculation Products	140
CI 3408	Coagulation and Flocculation Products	140
CI 3409	Coagulation and Flocculation Products	140
CI 3502	Coagulation and Flocculation Products	140
CI 3503	Coagulation and Flocculation Products	140

CI 3507	Coagulation and Flocculation Products	140
CI 3508	Coagulation and Flocculation Products	140
CI 3509	Coagulation and Flocculation Products	140
	Coagulation and Flocculation Products	140
CI 3707	Coagulation and Flocculation Products	50
CI 3708	Coagulation and Flocculation Products	50
CI 3709	Coagulation and Flocculation Products	50
CI 3727	Coagulation and Flocculation Products	50
CI 3728	Coagulation and Flocculation Products	50
CI 3729	Coagulation and Flocculation Products	50
CI 3747	Coagulation and Flocculation Products	50
CI 3748	Coagulation and Flocculation Products	50
CI 3749	Coagulation and Flocculation Products	50
CI 3767	Coagulation and Flocculation Products	50
CI 3768	Coagulation and Flocculation Products	50
CI 3769	Coagulation and Flocculation Products	50
CI 4707	Coagulation and Flocculation Products	50
CI 4708	Coagulation and Flocculation Products	50
CI 4709	Coagulation and Flocculation Products	50
CI 4727	Coagulation and Flocculation Products	150
CI 4728	Coagulation and Flocculation Products	50
CI 4729	Coagulation and Flocculation Products	50
CI 4747	Coagulation and Flocculation Products	50
CI 4748	Coagulation and Flocculation Products	50
CI 4749	Coagulation and Flocculation Products	50
CI <b>47</b> 67	Coagulation and Flocculation Products	50
CI 4768	Coagulation and Flocculation Products	50
CI 4769	Coagulation and Flocculation Products	50
CI 5707	Coagulation and Flocculation Products	50
CI 5708	Coagulation and Flocculation Products	50
I 5709	Coagulation and Flocculation Products	50
CI 5727	Coagulation and Flocculation Products	100
CI 5728	Coagulation and Flocculation Products	50
I 5729	Coagulation and Flocculation Products	50
I 5747	Coagulation and Flocculation Products	
I 5748	Coagulation and Flocculation Products	50
I 5749	Coagulation and Flocculation Products	50
I 5767	Coagulation and Flocculation Products	50
T 5768	Coagulation and Flocculation Products	50
I 5769	Coagulation and Flocculation Products	50

Sulfuric Acid	Coagulation and Flocculation Products	150
Liquid Ammonium Sulfate	Disinfection and Oxidation	62.5

Plant at: Odessa, TX

Trade Dsg	Category	Max Use Level (mg/L)
Aluminum Sulfate [*Al]		•
Alum	Coagulation and Flocculation Products	150
Alum C [*Cu]	Coagulation and Flocculation Products	150
Aluminum Sulfate "C" [*Cu]	Coagulation and Flocculation Products	150
CI 3002	Coagulation and Flocculation Products	140
CI 3007	Coagulation and Flocculation Products	140
CI 3102	Coagulation and Flocculation Products	140
CI 3103	Coagulation and Flocculation Products	140
CI 3107	Coagulation and Flocculation Products	140
CI 3108	Coagulation and Flocculation Products	140
CI 3203	Coagulation and Flocculation Products	140
CI 3204	Coagulation and Flocculation Products	140
CI 3208	Coagulation and Flocculation Products	140
CI 3209	Coagulation and Flocculation Products	140
CI 3302	Coagulation and Flocculation Products	140
CI 3304	Coagulation and Flocculation Products	140
CI 3307	Coagulation and Flocculation Products	140
CI 3309	Coagulation and Flocculation Products	140
CI 3403	Coagulation and Flocculation Products	140
CI 3404	Coagulation and Flocculation Products	140
CI 3408	Coagulation and Flocculation Products	140
CI 3409	Coagulation and Flocculation Products	140
CI 3502	Coagulation and Flocculation Products	140
CI 3503	Coagulation and Flocculation Products	140
CI 3504	Coagulation and Flocculation Products	140
CI 3507	Coagulation and Flocculation Products	140
CI 3508	Coagulation and Flocculation Products	140
CI 3509	Coagulation and Flocculation Products	140
CI 3707	Coagulation and Flocculation Products	50
CI 3708	Coagulation and Flocculation Products	50
I 3709	Coagulation and Flocculation Products	50
I 3727	Coagulation and Flocculation Products	50
I 3728	Coagulation and Flocculation Products	50
I 3729	Coagulation and Flocculation Products	50
I 3747	Coagulation and Flocculation Products	50

CI 3748	Coagulation and Flocculation Products	50
CI 3749	Coagulation and Flocculation Products	50
CI 3767	Coagulation and Flocculation Products	50
CI 3768	Coagulation and Flocculation Products	50
CI 3769	Coagulation and Flocculation Products	50
Liquid Ammonium Sulfate	Disinfection and Oxidation	62.5

[\*Al] - The finished drinking water shall be monitored to verify that the level of aluminum does not exceed 2 mg/L.

[\*Cu] - This chemical contains copper and can increase the amount of copper in the finished drinking water. The finished drinking water shall be monitored to verify that levels of copper do not exceed 1.3 mg/L.

#### Last Updated on 2013-10-04

2	49			
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# FDPH.MH28311 Drinking Water Treatment Chemicals

Page Bottom

# **Drinking Water Treatment Chemicals**

See General Information for Drinking Water Treatment Chemicals

**CHAMELEON INDUSTRIES INC** 

PO BOX 853027 MESQUITE, TX 75185 USA MH28311

#### **NSF/ANSI 60**

Plant at: Corsicana, TX

Trade Dsg	Category	Max Use Level (mg/L	
Aluminum Sulfate [*Al]		<u> </u>	
Alum	Coagulation and Flocculation Products	150	
Alum C [*Cu]	Coagulation and Flocculation Products	150	
Aluminum Sulfate "C" [*Cu]	Coagulation and Flocculation Products	150	
CI 3002	Coagulation and Flocculation Products	140	
CI 3007	Coagulation and Flocculation Products	140	
CI 3102	Coagulation and Flocculation Products	140	
CI 3103	Coagulation and Flocculation Products	140	
CI 3107	Coagulation and Flocculation Products	140	
CI 3108	Coagulation and Flocculation Products	140	
CI 3203	Coagulation and Flocculation Products	140	
CI 3204	Coagulation and Flocculation Products	140	
CI 3208	Coagulation and Flocculation Products	140	
CI 3209	Coagulation and Flocculation Products	140	
CI 3302	Coagulation and Flocculation Products	140	
CI 3304	Coagulation and Flocculation Products	140	
CI 3307	Coagulation and Flocculation Products	140	
CI 3309	Coagulation and Flocculation Products	140	
CI 3403	Coagulation and Flocculation Products	140	
CI 3404	Coagulation and Flocculation Products	140	
II 3408	Coagulation and Flocculation Products	140	
TI 3409	Coagulation and Flocculation Products	140	
II 3502	Coagulation and Flocculation Products	140	
TI 3503	Coagulation and Flocculation Products	140	

CI 3504	Coagulation and Flocculation Products	140
CI 3507	Coagulation and Flocculation Products	140
CI 3508	Coagulation and Flocculation Products	140
CI 3509	Coagulation and Flocculation Products	140
CI 3707	Coagulation and Flocculation Products	50
CI 3708	Coagulation and Flocculation Products	50
CI 3709	Coagulation and Flocculation Products	50
CI 3727	Coagulation and Flocculation Products	50
CI 3728	Coagulation and Flocculation Products	50
CI 3729	Coagulation and Flocculation Products	50
CI 3747	Coagulation and Flocculation Products	50
CI 3748	Coagulation and Flocculation Products	50
CI 3749	Coagulation and Flocculation Products	50
CI 3767	Coagulation and Flocculation Products	50
CI 3768	Coagulation and Flocculation Products	50
CI 3769	Coagulation and Flocculation Products	50
CI 4707	Coagulation and Flocculation Products	50
CI 4708	Coagulation and Flocculation Products	50
CI 4709	Coagulation and Flocculation Products	50
CI 4727	Coagulation and Flocculation Products	150
CI 4728	Coagulation and Flocculation Products	50
CI 4729	Coagulation and Flocculation Products	50
CI 4747	Coagulation and Flocculation Products	50
CI 4748	Coagulation and Flocculation Products	50
CI 4749	Coagulation and Flocculation Products	50
CI 4767	Coagulation and Flocculation Products	50
CI 4768	Coagulation and Flocculation Products	50
CI 4769	Coagulation and Flocculation Products	
CI 5707	Coagulation and Flocculation Products	50
II 5708	Coagulation and Flocculation Products	
I 5709	Coagulation and Flocculation Products	50
II 5727	Coagulation and Flocculation Products	50
II 5728	Coagulation and Flocculation Products	100
II 5729	Coagulation and Flocculation Products	50
I 5747		50
I 5748	Coagulation and Flocculation Products	50
I 5749	Coagulation and Flocculation Products	50
I 5767	Coagulation and Flocculation Products	50
I 5768	Congulation and Flocculation Products	50
I 5769	Coagulation and Flocculation Products  Coagulation and Flocculation Products	50

Sulfuric Acid	Coagulation and Flocculation Products 150	
Liquid Ammonium Sulfate	Disinfection and Oxidation	62.5

Plant at: Odessa, TX

Trade Dsg	Category	Max Use Level (mg/L)	
Aluminum Sulfate [*Al]			
Alum	Coagulation and Flocculation Products	150	
Alum C [*Cu]	Coagulation and Flocculation Products	150	
Aluminum Sulfate "C" [*Cu]	Coagulation and Flocculation Products	150	
CI 3002	Coagulation and Flocculation Products	140	
CI 3007	Coagulation and Flocculation Products	140	
CI 3102	Coagulation and Flocculation Products	140	
CI 3103	Coagulation and Flocculation Products	140	
CI 3107	Coagulation and Flocculation Products	140	
CI 3108	Coagulation and Flocculation Products	140	
CI 3203	Coagulation and Flocculation Products	140	
CI 3204	Coagulation and Flocculation Products	140	
CI 3208	Coagulation and Flocculation Products	140	
CI 3209	Coagulation and Flocculation Products	140	
CI 3302	Coagulation and Flocculation Products	140	
CI 3304	Coagulation and Flocculation Products	140	
CI 3307	Coagulation and Flocculation Products	140	
CI 3309	Coagulation and Flocculation Products	140	
CI 3403	Coagulation and Flocculation Products	140	
CI 3404	Coagulation and Flocculation Products	140	
II 3408	Coagulation and Flocculation Products	140	
I 3409	Coagulation and Flocculation Products	140	
I 3502	Coagulation and Flocculation Products	140	
I 3503	Coagulation and Flocculation Products	140	
I 3504	Coagulation and Flocculation Products	140	
I 3507	Coagulation and Flocculation Products	140	
I 3508	Coagulation and Flocculation Products	140	
I 3509	Coagulation and Flocculation Products	140	
I 3707	Coagulation and Flocculation Products	50	
I 3708	Coagulation and Flocculation Products	50	
3709	Coagulation and Flocculation Products	50	
3727	Coagulation and Flocculation Products	50	
3728	Coagulation and Flocculation Products	50	
3729	Coagulation and Flocculation Products	50	
3747	Coagulation and Flocculation Products	50	

CI 3748	Coagulation and Flocculation Products	50	
CI 3749	Coagulation and Flocculation Products	50	
CI 3767	Coagulation and Flocculation Products	50	
CI 3768	Coagulation and Flocculation Products	50	
CI 3769	Coagulation and Flocculation Products	50	
Liquid Ammonium Sulfate	Disinfection and Oxidation	62.5	

[\*Al] - The finished drinking water shall be monitored to verify that the level of aluminum does not exceed 2 mg/L.

[ $^*$ Cu] - This chemical contains copper and can increase the amount of copper in the finished drinking water. The finished drinking water shall be monitored to verify that levels of copper do not exceed 1.3 mg/L.

Last Updated on 2013-10-04

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

**Univar**Solutions Innovate, Grow, Together,

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

www.univarsolutionsusa.com



August 10, 2021

City of Lawton Attn: City Clerk, Buyer 2<sup>nd</sup> Floor Conference Room 212 SW 9th Street Lawton, OK 73501 580-581-3430

RE: CL20-028, Liquid Aluminum Sulfate

To: City Clerk,

Univar USA Inc. is pleased to offer a price quote on your ITB due Tuesday, August 24, 2021 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. 206-653-5075 muniteam-west@univarsolutions.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. SÉLLER 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

MAIL SEALED BIDS TO:							
		DIRECT INC					
City Clerk		Marcle Sego, Buyer					
City of Lawton		marcie.sego	@lawtonok.gov				
212 SW 9th Stree		Maegan Dov	vien, Contract Administrator				
Lawton, OK 7350			den@lawtonok.gov				
Date Bid Typed:	Dates Bid Advertised:	No Bids Received After:					
		A	1004 2:00 D M				
August 3, 2021 Contract Number and Title:	August 4, 2021 Requirements-ty	August 24, 2 pe Contract: YE	2021 2:00 P.M. SX Contract Period:				
CL20-028 LIQUID ALUMINUM	SULFATE		12 months				
	rion City Hall Zna Floor Confer	ence Room					
212 SW/9th Street Lauton, Of	会を1-04種のお名の種類の						
Vendor Name and Point of Contact	L.	Reason for No B	10:				
Univar Solutions USA Inc.			1				
Roise Holiday							
Malling Address:		Terms: 30 day	net				
8201 S 212th Street							
City: State: Zip:		Delivery:					
		2 - 3 days					
Kent WA 98032 Area Code and Phone Number:	2.		and Phone Number:				
206-653-5075	Part I Parameter Mineralism	1					
Federal Employer Identification No	riupes of godies geditud unitibes						
91-1347935							
	THIS BID INVALID IF NOT S	IGNED AND NO	OTARIZED				
DAVIT: STATE OF	Florida	COUNTY OF	Hillsborough				
Roise Holiday	he bidder/vendor and/or centractor sub	mitting the compeliti	lawful age, being first duly swom, on oath says that: we bid and executing the contract which is attached to				
ffiant is the duly authorized agent of timent, and that as such agent Affiant he entering into said agreement, and for oyees, as well as facts pertaining to that pursuant to the bid to which this structurement of the contract to which this structurement of the bidder/vendor nor any tom of competition by agreement to bid ice in the prospective contract, or as to ange of money or other thing of value by officer or employee of the City of Lathed. 4. Affiant further agrees to be held	is the authority to bind the biddler/vendor certifying the facts pertaining to the si he giving or offering of things of value it atainent is attached; 2. Affiant is fully avaitement is attached and has been persone subject to the bidder/vendor's direct at a fixed-price or to refrain from bidding any other terms of such prospective confor special consideration in the letting of witon, any money or other thing of valued personally liable in the event that Affiai the City of Lawton its departments have	mitting the competition, whether an individual kistence of collusion to government persovare of the facts and onally and directly in ion or control has beg, b. to any collusion tract, c. in any discuss a contract, nor d. to e, either directly or in thas misrepresenteds, commissions, agail costs and attorney	lawful age, being first duly swom, on oath says that:  tive bid and executing the contract which is attached to hal, partnership, or corporation, for the purpose of negotial among bidders and between bidders and City official unnel in return for special consideration in the letting of circumstances surrounding the making of the bid and/or volved in the proceedings leading to the submission of a party:  a. to any collusion among bidders in restrain with any municipal official or employee as to quantity, quesions between bidders and any municipal official concern paying, giving or donating or agreeing to pay, give or donating different to which his statement of the scope or extend of Affiant's authority to bind the bidencies, institutions, and all employees of the aforementic fees incurred, in addition to any other remedies available.				
ffiant is the duly authorized agent of timent, and that as such agent Affiant he entering into said agreement, and for oyees, as well as facts pertaining to that pursuant to the bid to which this structurement of the contract to which this structurement of the bidder/vendor nor any tom of competition by agreement to bid ice in the prospective contract, or as to ange of money or other thing of value by officer or employee of the City of Lathed. 4. Affiant further agrees to be held	is the authority to bind the bidder/vendor certifying the facts pertaining to the extensiving or offering of things of value is attached; 2. Affiant is fully avaitement is attached; 2. Affiant is fully avaitement is attached and has been persone subject to the bidder/vendor's direct at a fixed price or to refrain from bidding any other terms of such prospective confor special consideration in the letting of witon, any money or other thing of valued personally liable in the event that Affial the City of Lawton its departments, boar esentation, including but not limited to a	mitting the competition, whether an individual kistence of collusion to government persovare of the facts and onally and directly in ion or control has beg, b. to any collusion tract, c. in any discuss a contract, nor d. to e, either directly or in thas misrepresenteds, commissions, agail costs and attorney	the bid and executing the contract which is attached to hal, partnership, or corporation, for the purpose of negotial among bidders and city official among bidders and between bidders and city official among in return for special consideration in the letting of circumstances surrounding the making of the bid and/or concurstances surrounding the making of the bid and/or even a party: a to any collusion among bidders in restrain with any municipal official or employee as to quantity, questions between bidders and any municipal official concern paying, giving or donating or agreeing to pay, give or donating or agreeing to pay, give or donatinedly, in procuring the contract to which his statement of the scope or extend of Affiant's authority to bind the bidencies, institutions, and all employees of the aforementic fees incurred, in addition to any other remedies available.				
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ffiant is the duly authorized agent of the ment, and that as such agent Affiant has entering into said agreement, and for oyees, as well as facts pertaining to the act pursuant to the bid to which this structurement of the contract to which this structurement of the contract to which this structurement of the bidder/vendor nor anyologo of competition by agreement to bid idee in the prospective contract, or as to ange of money or other thing of value they officer or employee of the City of Lathert. 4. Affiant further agrees to be held in, and to indemnify and hold harmless all damages based upon such misreprofits.  Univer Solutions USA Inc.	is the authority to bind the bidder/vendor certifying the facts pertaining to the sit he giving or offering of things of value is attached; 2. Afflant is fully avaitement is attached; 2. Afflant is fully avaitement is attached and has been persone subject to the bidder/vendor's direct, at a fixed price or to refrain from bidding any other terms of such prospective comor special consideration in the letting of witon, any money or other thing of valued personally liable in the event that Afflathe City of Lawton its departments, boar essentation, including but not limited to a Subject of the consideration in the letting of valued the City of Lawton its departments, boar essentation, including but not limited to a Subject of the consideration in the letting of valued the City of Lawton its departments, boar essentation, including but not limited to a Subject of the consideration in the letting of valued the city of Lawton its departments.	mitting the competition, whether an individual sistence of collusion to government persovare of the facts and onally and directly in ion or control has being to to any collusion tract, c. in any discussion a contract, nor d. to e, either directly or in thas misrepresenteds, commissions, agail costs and attorney	nve bid and executing the contract which is attached to hal, partnership, or corporation, for the purpose of negotial among bidders and between bidders and City official among bidders and between bidders and City official among in return for special consideration in the letting of circumstances surrounding the making of the bid and/or volved in the proceedings leading to the submission of sien a party: a. to any collusion among bidders in restrain with amy municipal official or employee as to quantity, quesions between bidders and any municipal official concern paying, giving or donating or agreeing to pay, give or donatirectly, in procuring the contract to which his statement the scope or extend of Affiant's authority to bind the bid encies, institutions, and all employees of the aforementic fees incurred, in addition to any other remedies available.  GNATURE OF AUTHORIZED AGENT  Dicipal Specialist  PRINTITYPE NAME/TITLE  To more this day of the purpose of the aforementic force me this day of the purpose of the aforementic force me this day of the purpose of the aforementic force me this day of the purpose of the aforementic force me this day of the purpose				



### FINANCIAL SERVICES

212 SW 9<sup>th</sup> Street Lawton, Oklahoma 73501 (580) 581-3328 Ext. 4 FAX (580) 581-3438

August 3, 2021

Interested Vendor:

SUBJECT: Special Instructions for Submission of Bid Packet

If you desire to submit a bid for CL20-028 Liquid Aluminum Sulfate, this letter is provided to clarify problem areas.

The bid packet is composed of the following documents:

- Invitation for Bid and Contract with General Instructions
- Affidavit For Payments in Excess Of Twenty-Five Thousand Dollars (\$25,000.00)
- Department Specifications / Compliance Sheet
- Price Bid Sheet

You must include the following items in your bid packet or your bid cannot be considered:

- Page 1 of the Invitation for Bid/Contract must be returned. It must be the original properly signed and notarized.
- Price Bid Sheet and specifications sheets (with vendor's comments if applicable)

Please submit two (2) copies of any additional documents such as descriptive literature, samples, material safety data sheets or references. Please note that in some specifications, the submittal of the additional documents is required. If the documents are required and are not submitted, your bid may be considered non-responsive.

If you will require additional documents to be executed such as service agreements etc.., they must be submitted for legal review with your bid. No additional documents shall be considered or executed following bid submission unless it is deemed necessary by the City.

Bid openings are held at 212 SW 9th Street Lawton, OK 73501 in the 2<sup>nd</sup> floor Conference Room @ 2:00 pm. Bid results may be obtained by attending the bid opening, making a written request and enclosing a stamped, self-addressed envelope, or by fax. Bid results are not available by telephone. Please specify if you desire the bid results or the results of who received the contract. Contract award information will not be available until the City Council awards the contract. Information will be mailed or faxed to the requester.

Examine your bid packet carefully as soon as you receive it. If any of the requested items are missing or if you have questions about the bld packet, contact Marcie Sego via email at <a href="Marcie.sego@lawtonok.gov">Marcie.sego@lawtonok.gov</a> or Maegan Dowlen via email at <a href="marcie.sego@lawtonok.gov">marcie.sego@lawtonok.gov</a> or Maegan Dowlen via email at <a href="marcie.sego@lawtonok.gov">marcie.sego@lawtonok.gov</a>.

Sincerely,

Maegan Dowlen Contract Administrator Financial Services

# 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.

- 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:
  - Award by individual item, group of items, all or none, or a combination thereof.
  - Award based upon a geographical district basis with one or more suppliers.
  - 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.
- 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.
- 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.
- 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:
  - 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.
  - 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 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 t 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 injures 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 Clark 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.
  - 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.
  - 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.

- DISCRIMINATION: Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:
  - 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.
- 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	SS
COUNTY OF Hillsborough	33
on oath says that this contract is true and o will be (completed or supplied) in according to the complete of supplied or supplied in according to the contract of the contrac	ractor, supplier or engineer), of lawful age, being first duly sworn, correct. Affiant further states that the (work, services or materials) dance with the plans, specifications, orders or requests furnished ) he has made no payment directly or indirectly to any elected of Lawton, any county or local subdivision of the state, of money occure the contract or purchase order.
	Univar Solutions USA Inc. Business Name / Contractor Name
	Rose Delidery
	Signed Print: Roise Holiday
Attested to before me t	11th Aug J 21
My Commission Expir	res 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-127

SPECIFICATION TITLE:

Aluminum Sulfate, Liquid

APPROVAL DATE:

10/15/03

DELIVERY: City of Lawton Water Treatment Plant, Medicine Park, Ok 73557

a. Item(s) shall be delivered, FOB, to the address shown above.

WARRANTY: None

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.

# ALUMINUM SULFATE, LIQUID

Quantity: Delivery must be shipped bulk approximately 4,500 gallons per load.

COMPLY Y N\_\_ Minimum 8.0- Maximum 8.3 1). Total soluble Al<sub>2</sub>O 3% Y<u>√</u>N\_\_ < 0.02 2). Total soluble Iron as Fe<sub>2</sub>O<sub>3</sub>%  $Y \vee N$ 0.02 Max 3). Water insolubles, %

- 4). Vendor to supply security information 24 hours prior to delivery, i.e. (Drivers name, license number, picture, trailer number and hatch seal number.)
- 5). Vendor to supply certified weight certificate at time of delivery. Payment shall be made only for the weight of product delivered.
- 6). Vendor must supply certificate of analysis for each load to include total manganese and iron content.
- 7). Vendor to state delivery time. This information will be used as criteria in bid evaluation.

- 8). Liquid Alum must comply with AWWA Standard B403-98. Vendor must supply a current
  - and complete material safety data sheet (MSDS) before their first delivery.
- 9). Product acceptability shall be established under the applicable ANSI/NSF Standard (60 or 61) and must be certified as suitable for contact with or treatment of drinking water.
- 10). The Vendor's agent (truck driver) shall provide samples for the plant operator according to AWWA standard B403-98. Plant operator will provide sample containers.
- 11). The City shall retain one sample from each shipment. The sample will be held until the next shipment of product is received. The vendor agrees the content of this sample fairly represents the quality of the product delivered in that shipment.

Bid Number: CL20-028 Bid Title: Liquid Aluminum Sulfate

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	Liquid Aluminum Sulfate	536,637	Gal	\$1.16/gl			

Any questions in regards to the attached specifications should be addressed to David Hastings, Water Treatment Plant Superintendent, at (580) 512-7884 or <a href="mailto:David.hastings@lawtonok.gov">David.hastings@lawtonok.gov</a>.

## Notes:

- 1. As per accompanying specifications.
- 2. This is a requirements contract.
- 3. There are no insurance requirements for this contract.
- 4. Please submit two copies of any additional documents such as descriptive literature.

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

Signature:

Bidder Number	GEO Specialty Chemicals, Inc. 9213 Arch Street Pike Little Rock, AR 72206 (501) 888-1211 F: (501) 888-1148 POC: Patsy Hale	Addenda Acknowledged	3 to 4 days Yes Yes No		Unit Amount /	0				
Bidder Number	UNIVAR SOLUTIONS USA INC. 8201 S 212 <sup>TH</sup> STREET KENT, WA 98032 (206)653-5075 F: (253)872-5041 POC: ROISE HOLIDAY	Addenda Acknowledged N/A	3 to 5 business days Yes Yes Yes Yes		Amount / Remarks					
Bidd	UNIVAR SOI 8201 S. KENT (206 F: (25 POC: RC	Addenda	3 to 5 b		Unit Price	\$1.11				
Bidder Number	USALCO 2601 Cannery Avenue Baltimore, MD 21226 (410)-354-0100 F: (410) 918-2240 POC: Melanie Rock	Addenda Acknowledged N/A	N N N		Amount / Remarks					
Big	2601 C Baltin (4) F: (	Addend			Unit Price	NO BID				
e 1 of	Date Opened: 7/21/2020	Buyer cie Sego			Onit	Gal				
Page of of	Date O 7/21/	Buyer Marcie Sego	중리		Est. Qty	536,673				
IFB/RFP Number CL20-028	IFB/RFP Title Liquid Aluminum Sulfate	Number of ADDENDA Issued NONE	DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS\$25,000: CERTIFICATE OF INSURANCE ENCLOSED:		Description of Bid Item	Liquid Aluminum Sulfate				
				160.00	No.	-				

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

ABSTRACT OF BIDS
Signature:

Signature:

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Bidder Number	ဖ	Brenntag Southwest, Inc. 704 E Wintergreen Road Lancaster, TX 75134 (918)273-2265 F: (918)273-2268 POC: Jim DeLozier	Addenda Acknowledged	2-3 days ARO Yes Yes No	Amount / Remarks					
Bid		Brennta 704 E V Lanc. (9 F: (POC.	Addend	5	Unit	\$1.2192				
Bidder Number	റ	Chameleon Industries Inc PO Box 853027 Mesquite, TX 75149 (972) 880-1493 Fax: (972) 692-8642 POC: Chino Garza	Addenda Acknowledged N/A	48 Hrs ARO Yes Yes No	Amount / Remarks					
Bidde	ľ	Chameleon PO Bo Mesquit (972) Fax: (97) POC: C	Addenda A	48 H	Unit Price	\$0.789				
Bidder Number	<u> </u>	Chemtrade Chemicals US LLC 90 East Halsey Rd, Ste 200 Parsippany, NJ 07054 (800) 441-2659 F: (973) 515-4461 POC: Elizabeth Ryno	Addenda Acknowledged N/A	Allow 2-3 days ARO Yes Yes No	Amount / Remarks					
Bic		Chemtrad 90 East Parsii (8 F: ( P: C	Addend	All	Unit Price	\$1.2123				
0 5 0 T	2	Date Opened: 7/21/20	Buyer cie Sego	ED:	Unit	Gal				
Page		Date O 7/2	Buyer Marcie Sego	ARY: .\$25,000: E ENCLOS	Est. Oty	536,673				
IFB/RFP Number CL20-028		IFB/RFP Title Liquid Aluminum Sulfate	Number of ADDENDA Issued NONE	DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS\$25,000: CERTIFICATE OF INSURANCE ENCLOSED:	Description of Bid Item	Liquid Aluminum Sulfate				
					Item No.	_				

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:

Roise Holiday (Unless otherwise specified) 12720 US Hwy 92

Trl: 427

Dover, FL 33527

Muniteam-west@univarsolutions.com

Contacts: muniteam-west@univarsolutions.com

Stacy Ziegler Roise Holiday Jennifer Perras Municipal Specialist Municipal Specialist Municipal Specialist Phone: (253) 872-5023 Phone: (206) 653-5075 Phone: (253) 872-5040 (253) 872-5041 Fax: (253) 872-5041

stacy.ziegler@univarsolutions.com  $\underline{Roise.Holiday-Henry@univarsolutions.com} \quad \underline{\underline{jennifer.perras@univarsolutions.com}}$ 

Shawnasey McCarthy Municipal Specialist Manager Phone: (253) 872-5052 (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 SECRETARY**

### I, Noelle J. Perkins, hereby certify that:

- 1. I am the duly elected, qualified and acting General Counsel and Corporate 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.
- The below list of persons are authorized to execute, for and on behalf of the Company, written municipal and statewide bids or municipal proposals for the sale of other disposition of products handled by the Company.

Shawnasey McCarthy – Municipal Commercial Manager
Victoria Meakim – Municipal Specialist
Roise Holiday – Municipal Specialist
Jennifer Perras – Municipal Specialist
Shelley Stevens – Municipal Specialist
Stacy Ziegler – Municipal Specialist
Michael Crea – Municipal Specialist

IN WITNESS WHEREOF, I have executed this Certificate of Corporate Secretary of the Company this

41/4 day of November 2020.

Ngelle / Perkins

General Counsel and Corporate

Secretary

STATE OF ILLINOIS
COUNTY OF DUPAGE

This Certificate of Secretary was signed and swore before me this <u>Moday</u> of November 2020 by Noelle J. Perkins, General Counsel and Corporate Secretary of Univar Solutions USA Inc.

(stamp)

KIMBERLY B HALVERSON
Official Seal
Notary Public - State of Illinois
by Commission Expires Sep 5, 2022

Kimberly B. Halverson, Notary Public

My commission expires: September 5, 2022



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

	THE TO THE CONTINUENCE HOUSE HIT HER OF SUCH	CHAOL SCHICK	11(3).			
PRODUCER Aon Risk Services Central,	Inc	CONTACT NAME:				
Philadelphia PA Office	IIIC.	PHONE (A/C. No. Ext):	(866) 283-7122	FAX (A/C. No.): 800-363-010	5	
One Liberty Place 1650 Market Street		E-MAIL ADDRESS:				
Suite 1000 Philadelphia PA 19103 USA			INSURER(S) AFFORDING C	OVERAGE	NAIC#	
INSURED		INSURER A:	Illinois Union Insur	ance Company	27960	
Univar Solutions USA Inc. 3075 Highland Parkway		INSURER B:	INSURER B: ACE American Insurance Company			
Suite 200		INSURER C:	Indemnity Insurance	To of North America	43575	
Downers Grove IL 60515 USA		INSURER D:	ACE Fire Underwriter:	Insurance Co.	20702	
		INSURER E:				
00//504050		INSURER F:				

CERTIFICATE NUMBER: 570087460056 **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 requeste

NSA LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICYEFF	POLICY EXP		hown are as requeste
B		INSD	WVD	XSLG72479634	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		
	X COMMERCIAL GENERAL LIABILITY				06/01/2021		EACH OCCURRENCE	\$3,000,00
	CLAIMS-MADE X OCCUR			SIR applies per policy ter	ms & condi	Tons	PREMISES (Ea occurrence)	\$1,000,00
							MED EXP (Any one person)	Exclude
							PERSONAL & ADV INJURY	\$3,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$3,000,00
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$3,000,00
3	AUTOMOBILE LIABILITY			ISA H25547998 Commercial Auto	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT	\$5,000,00
	X ANY AUTO			The same of the sa			BODILY INJURY ( Per person)	
- 1	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	AUTOS ONLY HIRED AUTOS ONLY  AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB X OCCUR	-	-	XCEG27380566008	06/01/2021	06/01/2022	EAGU OGGUPPENGE	£4,000,00
- 1				SIR applies per policy ter	ms & condi	ione	EACH OCCURRENCE	\$4,000,00
	EXCESS LIAB CLAIMS-MADE	.			a condi	10113	AGGREGATE	\$4,000,00
	DED X RETENTION					1		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WLRC67821464 AOS	06/01/2021	06/01/2022	X PER STATUTE OTH-	
3	ANY PROPRIETOR / PARTNER / EXECUTIVE	N/A		WLRC67821427	06/01/2021	06/01/2022	E.L. EACH ACCIDENT	\$1,000,00
Ï	(Mandatory in NH)			MA	,	,,	E.L. DISEASE-EA EMPLOYEE	\$1,000,00
4	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$1,000,00
,	Env Site Liab			PPLG71507944001 Claims Made Form SIR applies per policy ter	03/31/2019		Aggregate Ea Condition SIR	\$16,000,000 \$10,000,000 \$1,000,000

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

CER	TIF	CATE	HOL	.DER
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### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Prisk Services Central Inc

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



LOC #:



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AGEN AON	<sub>ICY</sub> Risk Services Centra	al. Inc.				ED INSURED	ons USA In	_	
POLIC	CYNUMBER Certificate Number:		50056	;		ivai Suluti	ONS USA IN	C •	
CARR	RER Certificate Number:	E7009746	0056	1	IAIC CODE	CTIVE DATE:			
	DITIONAL REMARKS	37008746	0056						
THIS	S ADDITIONAL REMARKS RM NUMBER: ACORD 25	FORM IS A	SCH	EDULE TO AC Certificate of	CORD FORM, Liability Insuran	ce			
	INSURER(S)	AFFORDI	NG (	COVERAGE		NAIC#			
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AE	DDITIONAL POLICIES	If a policy certificate	belo form	w does not inc for policy lim	clude limit informits.	nation, refer to	the correspond	ling policy on th	ne ACORD
INSR LTR	TYPE OF INSURANCE		SUBR WVD	POLIC	Y NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE	L	IMITS
	AUTOMOBILE LIABILITY					(MM/DD/1111)	(MM/DD/YYYY)		
В				MMT H255480: Truckers Lia		06/01/2021	06/01/2022	Combined Single Limi	\$5,000,000
	WORKERS COMPENSATION								
D		N/A		SCFC67821506 WI	5	06/01/2021	06/01/2022		
В		N/A		WCUC67821385 Excess WCC SIR applies			06/01/2022		
	OTHER				1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		0113		
	X Claims made								
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# Form (Rev. October 2018) Department of the Treasury Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line;	do not leave this line blank.											
	Univar Solutions USA Inc.												
	2 Business name/disregarded entity name, if different from above												_
က်	Univar USA Inc.												
ge	3 Check appropriate box for federal tax classification of the person whose na following seven boxes.	ime is entered on line 1. Ch	neck only o	one	of the	4	Exemp	otlon	s (co	des	apply	only	to
2						certain entities, not individuals; see instructions on page 3):							
<u>ې</u> و	☐ Individuat/sole proprietor or ☐ C Corporation ☐ S Corporation single-member LLC	n L Partnership	∐ Tru	ist/e	state								
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or t	Note: Check the appropriate box in the line above for the tax classificati	on of the single-member of	weer De	not :	check	Eu	anam ti-	6	F	رمحد			
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<u>a. 5</u>	is disregarded from the owner should check the appropriate box for the	purposes. Otherwise, a sing tax classification of its own	gle-memb ier.	er L	LC tha	ıt "	00 (1)	4177	-				
Print or type. Specific Instructions on page	☐ Other (see Instructions) ▶					(App	plies to a	count	s ma!n	teined	outside	the U.	S.)
	5 Address (number, street, and apt. or suite no.) See Instructions.		Request	er's	name	and a	addres	s (op	tlona	al)			
See	3075 Highland Parkway Suite 200 6 City, state, and ZIP code		Į										
	Downers Grove, IL 60515-5560 7 List account number(s) here (optional)			_									_
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Par	Taxpayer Identification Number (TIN)				-	_						_	_
Enter	our TIN in the appropriate box. The TIN provided must match the ner	me given on line 1 to ave	old	Soc	lal se	curit	y num	ber				_	
packu	o withholding. For inclividuals, this is generally your social security nur at allen, sole proprietor, or disregarded entity, see the instructions for	mher (SSN) However for	ora 🗍	$\Box$	$\Box$		T						
entitie	s, it is your employer identification number (EIN). If you do not have a	number, see <i>How to ge</i>	ta L				-		2				
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Part	II Certification						1						_
Under	penalties of perjury, I certify that:								_				_
2. I am	number shown on this form is my correct taxpayer identification numi not subject to backup withholding because: (a) I am exempt from bar ice (IRS) that I am subject to backup withholding as a result of a failur	akun withholding or (b).	I have no	of h	oon n	atiti-	ad bar	tha I	-4	nal I	Reve	nue	
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	a U.S. citizen or other U.S. person (defined below); and												
4. The	FATCA code(s) entered on this form (if any) indicating that I am exemp	ot from FATCA reporting	g ls corre	ict.									
cguisi	ration instructions. You must cross out Item 2 above if you have been not be falled to report all interest and dividends on your tax return. For real estion or abandonment of secured property, cancellation of debt, contribution in the secure of the property of the secure of the sec	tate transactions, item 2 t	does not	app	ly. Fo	rmo	rtgage	Inte	rest	pak	d,		se
other th	an interest and dividends, you are not required to sign the certification, b	ut you must provide your	correct	TIN.	See t	he in	struct	ions	for I	y, po Part	ll, lat	er.	
Sign	Signature of A n 1		74	1	>								_
lere	U.S. person   Mellin hundy	D	ate 🕨 🛚	4	m	uce	des	_	11		20	12	1
	eral Instructions	Form 1099-DIV (divi funds)	idends, ir				11	sto	7				
oted.	references are to the Internal Revenue Code unless otherwise	• Form 1099-MISC (va proceeds)	arlous ty <sub>l</sub>	pes	of inc	come	, priz	es, a	war	ds,	or gr	oss	
elated	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted by were published, go to www.irs.gov/FormW9.	Form 1099-B (stock transactions by broker	or mutua	al fu	ind sa	ales a	and c	ertai	n otl	her			
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itorma	idual or entity (Form W-9 requester) who is required to file an ilon return with the IRS must obtain your correct taxpayer	<ul> <li>Form 1098 (home m- 1098-T (tuition)</li> </ul>	ne mortgage interest), 1098-E (student loan interest),										
SSN), II	ation number (FIN) which may be your social security number adividual taxpayer identification number (ITIN), adoption	• Form 1099-C (cance											
axpaye	r identification number (ATIN), or employer identification number	• Form 1099-A (acquis											
mount	report on an information return the amount paid to you, or other reportable on an Information return. Examples of Information nolude, but are not Ilmited to, the following.	Use Form W-9 only allen), to provide your	correct T	ΓIN.									
	1099-INT (Interest earned or paid)	If you do not return I be subject to backup v later.	rn Form W-9 to the requester with a TIN, you might p withholding. See What is backup withholding,										



# **Aluminum Sulfate Solution** SAFETY DATA SHEET

Section 1 - Product and Company Identification

24 Hour Emergency Telephone:

Chemtree 1-800-424-9300

Material Name: Aluminum Sulfate Solution

Manufacturer Information:

Affinity Chemical, LLC PO Box 601298 Dallas, TX 75360

973-908-8053 (M-F, 8:00 AM -5:00 PM Eastern Time)

Other Name(s): Alum

Product Usage:

Symbol(s):

Water treatment coagulant/flocculant, pH control, phosphate control, paper sizing aid, pitch control

Section 2 - Hazard(s) Identification

Classification: Skin Irritant 1A, Eye Damage 1, Corrosion 1

Signal Word: Danger

Hazard Statements: Causes severe skin burns and eye damage; Causes serious eye damage; May be corrosive to metals

Corrosion

**Precautionary Statements:** 

Prevention:

Wash hands, along with any other body parts that may have been exposed, thoroughly after handling.

Wear protective gear to prevent contact with skin (Rubber gloves, aprons, slicker suit )

Wear eye protection/face protection (clear goggles and face shield)

Keep only in original container. Response:

If on skin: Wash with plenty of water.

If skin irritation occurs: Get medical advice/attention.

Refer to first-aid measures (section 4) for any specific treatment

Take off contaminated clothing and wash it before reuse.

If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

If eye irritation persists: get medical attention Absorb spillage to prevent material damage.

Storage: Store in compatible containers such as polypropylene, polyethylene, PVC, or 316 SS

Other Hazards: Ingestion or inhalation not recommended and could present hazards not otherwise classified.

Section 3 - Composition/Information on Ingredients

Common Name(s): Alum Chemical family: inorganic, salt

Ingestion:

Components CAS# Weight % Aluminum Sulfate (as anhydrous) 10043-01-3 <29% Water (including waters of hydration) 7732-18-5 >71%

Section 4 - First-Aid Measures

For skin, immediately remove contaminated clothes under safety shower. Flush skin with running water for at least 15 minutes. Launder Skin/Eye Contact:

clothes before reuse. For eyes, flush carefully in eye wash for several minutes; remove contact lenses if present and easy to do; cautiously

flush person's eyes with running water for at least 15 minutes. Seek Medical attention if irritation persists.

Rinse mouth. Immediately dilute swallowed material by orally administrating large amounts of water or milk. DO NOT INDUCE

VOMITING. NEVER administer liquids orally to an unconscious person. Call physician or poison control center if person feels unwell or

more than a few drops are ingested.

Inhalation: Seek medical assistance if irritation is noted ,person is having difficulty breathing, or the possibility exists of fluid in the lungs. Remove

victim from the contaminated atmosphere. If breathing stopped, give artificial respiration. Weak breathing may be supplemented with a

bag-mask or manually operated air supply that delivers at least 1 liter/second.



# **Aluminum Sulfate Solution** SAFETY DATA SHEET

Section 5 - Fire-Fighting Measures

Suitable Extinguishing Media: Special Fire Fighting:

Not combustible. Use extinguishing agents appropriate for surrounding fire

Move container from fire area if it can be done without risk. Avoid inhalation of material or combustion byproducts by wearing a self contained breathing apparatus. Dike area to prevent runoff and contamination of water source. Stay upwind and

keep out of low areas.

Unusual Fire/Explosion:

Under fire conditions at temperatures greater than 650°C or 1202°F, decomposes to give off sulfur trioxide, an oxidizing agent

which will support combustion. Sulfur trioxide will react to form sulfuric acid.

#### Section 6 – Accidental Release Measures

Spill or Leak:

Wear PPE appropriate for handling the material. No smoking or eating in spill areas. Absorb small spills with sand or vermiculite. Place contaminated material in appropriate container for disposal. If spilled on ground, the affected area should be removed to a depth of 1 to 2 inches and placed in an appropriate container for disposal Large spills should be handled according to a predetermined plan. Do not flush material to public sewer systems or any waterways. Wear appropriate protective clothing and equipment during cleanup activities. Ensure adequate decontamination of tools and equipment following cleanup. Adequate ventilation is required when neutralizing spills / leaks.

#### Section 7- Handling and Storage

Smoking and/or eating is not recommended in storage areas. Stainless steel or fiberglass tanks are recommended. Keep product away from heat sources and direct sunlight. Do not reuse storage containers unless properly reconditioned.

Isolate appropriately from chemicals where low pH could create a hazardous byproduct; for example a combination with hypochlorite could lead to the evolution of chlorine gas.

#### Section 8- Exposure Controls/Personal Protection

Component	CAS#	OSHA PEL	ACGIH TLV
Aluminum Sulfate (as anhydrous)	10043-01-3	2.0 mg/m <sup>3</sup> (as Al)	2.0 mg/m³ (as Al)

If airborne exposures exceed 1.0 mg/m³, a negative pressure air-purifying respirator is recommended. Cartridges must be NIOSH / MSHA approved against dusts and mists having TWA than 0.05 mg/m3

Eye wash and safety shower should be available near storage and usage points

Exposed skin and eyes should be protected and contact with skin and clothing avoided. Minimal PPE would be closed goggles and/or face shield and gloves (rubber neoprene, PVC) with work clothing covering other exposed skin.

Arriving material may be hot; personnel performing unload operations should have additional PPE such as a rainsuit/slicker suit, goggles with faceshield, and appropriate footwear and gloves.

#### Section 9- Physical and Chemical Properties Clear, water white to Upper/lower flammability or Appearance amber explosive Limits N/A Odor N/A Vapor pressure Similar to water Odor threshold N/A Vapor density Similar to water рH 1.4-2.6 (neat) Relative density (15.6°C) 1.315-1.345 Melting point/freezing point -15°C Solubility high in water Initial boiling point 100°C Partition coef n-octanol/water N/A Flash point N/A Auto-ignition temp N/A **Evaporation** rate N/A **Decomposition Temp** 650°C Flammability N/A Viscosity 5-25 cP



# Aluminum Sulfate Solution SAFETY DATA SHEET

Section 10- Stability and Reactivity

Reactivity:

Stable at normal temperatures and pressures

Chemical stability:

Stable; water component can evaporate

Possibility of hazardous reactions:

May produce hazardous decomposition products if mixed with pH sensitive materials

(e.g. chlorine gas when mixed with sodium hypochlorite).

Conditions to avoid:

Temperatures at or near to crystallization, -15°C or 4°F. At temperatures greater than

650°C or 1202°F, it decomposes to form aluminum oxide and sulfur trioxide

Incompatible materials:

Corrosive to carbon steel

Hazardous decomposition products:

This may include aluminum oxide and sulfur oxides.

Section 11- Toxicological Information

Acute Toxicity Estimate:

Chronic Toxicity Estimate:

The acute oral LD50 is greater than 5,000 mg/kg. The acute oral LD50 is greater than 5,000 mg/kg.

Symptoms of Overexposure: Carcinogenicity:

May cause skin and eye irritation. If inhaled, may cause headaches, nausea, and respiratory irritations. Not listed as a carcinogen by NTP, IARC, or OSHA.

Other Possible Health Hazards:

The common recognized injury from Aluminum Sulfate is local tissue irritation. The irritating action is often from hydrolysis

to form sulfuric acid and may occur from ingestion, skin or eye contact, or inhalation of dusts and mists. Remove victim from

contaminated area.

SKIN / EYES: May cause corneal burns or severe irritation in eyes. Fumes or mists may cause irritation or burns to skin. INGESTION: Oral and gastrointestinal irritation. Local tissue damage. Nausea, vomiting, diarrhea, and gastrointestinal

bleeding may follow. Can be fatal if swallowed in sufficient quantities.

INHALATION: Irritation of the respiratory system. Long term exposure may cause bronchial irritation, coughing, and

bronchial pneumonia. Medical conditions generally aggravated are acute and chronic respiratory diseases.

Routes of Entry:

Ingestion, skin or eye contact, or inhalation of dusts and mists.

Section 12- Ecological Information

(For CAS 10043-01-3)

Toxicity LC50:

96h Mosquitofish: 235 mg/l (ECOTOX Database Ref 508, result 2063538)

Persistence and Degradability: Can be eliminated from water by precipitation or flocculation

Section 13- Disposal Considerations

Disposal:

Contact site environmental personnel and/or state and federal agencies for disposal procedures that are in accordance with environmental regulations.

**Section 14- Transport Information** 

U.S. DOT

PROPER SHIPPING NAME: Corrosive liquid, Acidic, Inorganic, N.O.S. (contains Aluminum Sulfate)

HAZARD CLASS

UN ID NUMBER

PACKING GROUP

RQ (lbs)

8

UN3264

PG III

10,300



# **Aluminum Sulfate Solution** SAFETY DATA SHEET

Section 15 - Regulatory Information

SARA Title III information:

SECTION 302 EXTREMELY HAZARDOUS SUBSTANCES:

**SECTION 313 TOXIC CHEMICAL:** RCRA HAZARD WASTE:

Not listed

Not listed Not listed

311/312 HEALTH & PHYSICAL HAZARDS

Immediate Delayed YES NO

Fire

Pressure Reactivity NO

NO

NFPA RATING

Health Fire Reactivity 0 1 1

MAXIMUM USE LEVEL (water treatment):

400 mg/l

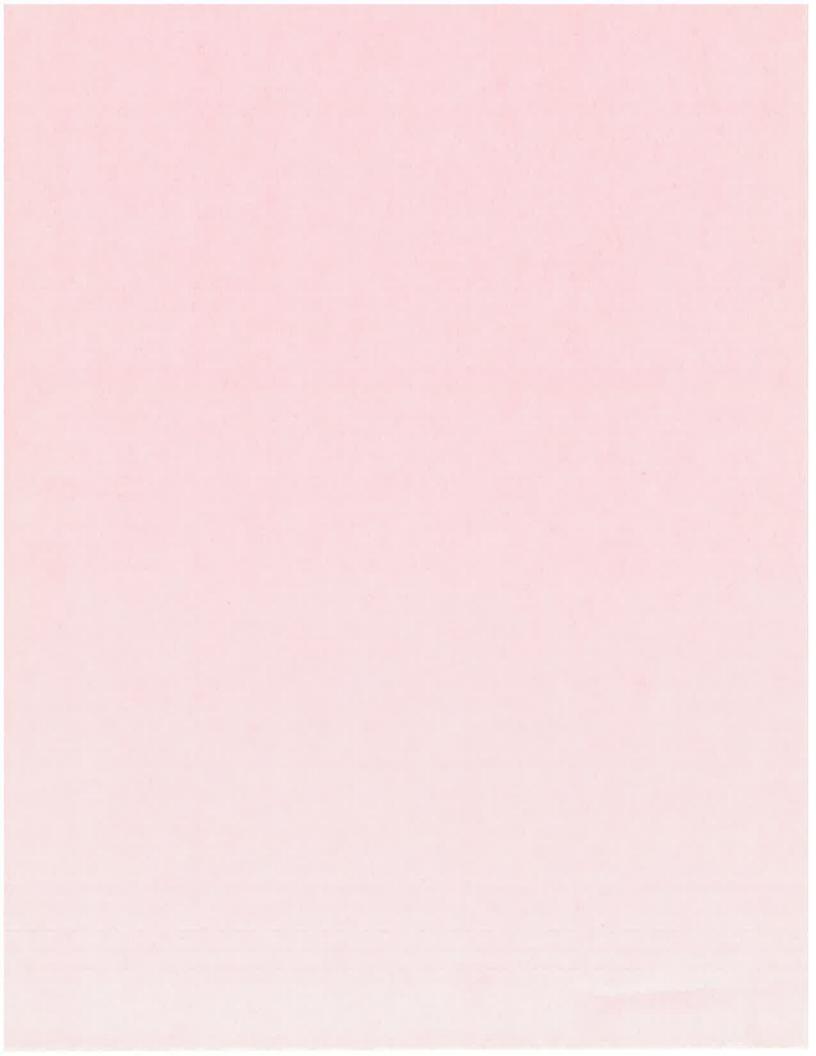
TSCA INFORMATION: Listed - Sulfuric Acid, aluminum salt (3:2) 10043-01-3

Section 16-Other Information

Date of preparation: 3/31/20 Version SDS 4.0 Summary of changes: Raised MUL to 400 Section 15

Disclaimer of Warranty:

The information provided in the Safety Data Sheet has been obtained from sources believed to be reliable. Affinity Chemical LLC, provides no warranties; either expressed or implied and assumes no responsibility for the accuracy or completeness of the data contained herein. This information is offered for your information, consideration, and investigation. You should satisfy yourself that you have all current data relevant to your particular use. Affinity Chemical LLC, knows of no medical condition, other than those noted on this safety data sheet, which are generally recognized as being aggravated by exposure to this product.





HQ: +1.206.505.3500 TF: 1.800.761.7717 TRICHEMICALS.COM

08/20/21

Ms. Marcie Sego City Clerk City of Lawton 212 SW 9<sup>th</sup> Street Lawton, OK 73501

Re: Response to Request for Bid # CL20-028 Liquid Aluminum Sulfate

Dear Ms. Sego,

Thank you for the opportunity to submit a proposal response to the above RFP. We have reviewed the RFP in detail and are pleased to submit the attached proposal for your consideration.

TRInternational, Inc. is a WBENC certified, women owned small business that provides creative sourcing solutions, quality products and personal customer service as a global chemical distributor. TRI represents top manufacturers and suppliers from around the world, providing raw materials utilized in many industries. Cumulatively our Team has decades of experience in the chemical industry with expertise in all primary end use segments.

Our focus and strength is providing unique sourcing options or custom solutions tailored to meet Customer needs and providing more than just the sourcing of high-quality or alternative products. Using our extensive product knowledge and industry experience, we continually seek and share global and local market information, provide exceptional dedicated customer service and take the time to understand your business, challenges and what success looks like for you.

TRI just celebrated 26 years in the chemical industry, and we are looking forward to the opportunity to work with the city of Lawton.

Sincerely,

Karen Wheaton

Karen Wheaton Contracts Specialist











# City of Lawton INVITATION TO BID AND CONTRACT

City Clerk	S TO:	DIRECT INQU	JIRIES TO:		
		Marcie Sego, I	Buyer		
City of Lawton		marcie.sego@lawtonok.gov			
212 SW 9th Street		Maegan Dowle	Maegan Dowlen, Contract Administrator		
Lawton, OK	73501	maegan.dowle	en@lawtonok.gov		
Date Bid Typed:	Dates Bid Advertised:	No Bids Received A	fter:		
August 3, 2021	August 4, 2021	August 24, 202	21 2:00 P.M.		
Contract Number and Title:	Requirem	nents-type Contract: YESX	Contract Period:		
CL20-028 LIQUID ALUI	MINUM SULFATE		12 months		
Bid Openings are held	at Lawton City Hall 2nd Floor C	Conference Room	1.2		
Vendor Name and Point of	on, OK 73501 @ 2:00 pm	Reason for No Bid:			
	Trading Company	Reason for No Big:			
Karen Wheaton	3				
Mailing Address:		Terms:			
22817 102nd Pl	ace Weet	Net 30			
2201/ 10211d P1	.ace west	Net 30			
City: State:	7:	D. II			
Edmonds WA	<b>Zip:</b> 98020	Delivery: 3-7 days A	A DO		
Area Code and Phone Num					
206-505-3500	per:	FAX Area Code and 205-505-35			
	tion Number of Costal Costal Mark		701		
91 <b>-</b> 1644239	tion Number or Social Security Numb	)er			
JI 104423J	THE DID DIVALID IS N	ICT CIONED AND MODE			
	THIS BID INVALID IF N	IOT SIGNED AND NOTA	ARIZED		
FIDAVIT: STA	TE OFWA	county of _Snc	ohomish,		
Mogan Cluth-Pol	222				
Megan Gluth-Bol	laii	of lawf	ful age, being first duly sworn, on oath says that:		
of entering into said agreement, a ployees, as well as facts pertainin thract pursuant to the bid to which curement of the contract to which s; 3. Neither the bidder/vendor no	and for certifying the facts pertaining to ng to the giving or offering of things of v this statement is attached; 2. Affiant is f this statement is attached and has beer	the existence of collusion amovalue to government personnel fully aware of the facts and circuits.	artnership, or corporation, for the purpose of negotiation ong bidders and between bidders and City officials in return for special consideration in the letting of a unstances surrounding the making of the bid and/or t		
edom of competition by agreement price in the prospective contract, or change of money or other thing of any officer or employee of the City ached. 4. Affiant further agrees to ein, and to indemnify and hold har	t to bid at a fixed price or to refrain from b r as to any other terms of such prospective value for special consideration in the lett y of Lawton, any money or other thing of be held personally liable in the event that mless the City of Lawton its departments	direction or control has been a bidding, b. to any collusion with a ve contract, c. in any discussions ting of a contract, nor d. to paying of value, either directly or indirect taffiant has misrepresented the s, boards, commissions, agencied to all costs and attorney fees	ed in the proceedings leading to the submission of surparty: a. to any collusion among bidders in restraint any municipal official or employee as to quantity, qual so between bidders and any municipal official concerning, giving or donating or agreeing to pay, give or donatity, in procuring the contract to which his statement a scope or extend of Affiant's authority to bind the biddes, institutions, and all employees of the aforementions incurred, in addition to any other remedies available I		
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Bid Number: CL20-028 Bid Title: Liquid Aluminum Sulfate

Vendor Name: TR International Trading Company (please complete above information)

Price Bid

(must be completed and returned with the bid)

Item	Description	Est Qty	Unit	Unit Price
1	Liquid Aluminum Sulfate	536,637	Gal	\$0.905

Any questions in regards to the attached specifications should be addressed to David Hastings, Water Treatment Plant Superintendent, at (580) 512-7884 or <a href="mailto:David.hastings@lawtonok.gov">David.hastings@lawtonok.gov</a>.

## Notes:

- 1. As per accompanying specifications.
- 2. This is a requirements contract.
- 3. There are no insurance requirements for this contract.
- 4. Please submit two copies of any additional documents such as descriptive literature.

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

STATE OFWA	
COUNTY OF Snohomish	SS
on oath says that this contract is true and c will be (completed or supplied) in accord the affiant. Affiant further states that (s)	actor, supplier or engineer), of lawful age, being first duly sworn, orrect. Affiant further states that the (work, services or materials) ance with the plans, specifications, orders or requests furnished he has made no payment directly or indirectly to any elected f Lawton, any county or local subdivision of the state, of money cure the contract or purchase order.
	TR International Trading Company
	Business Name / Contractor Name
	Signed Print: Megan Gluth-Bohan
Attested to before me this	Notary Public Notary No
My Commission Expires	June 16 2022.
NOTE: Copy of this Affidavit must be at engineer or supplier for work, services, or or contracts in excess of \$25,000.00.	ttached to any invoice submitted by an architect, contractor or materials completed or supplied under the terms while contract

### CITY OF LAWTON SPECIFICATION

**SPECIFICATION NUMBER:** M-127

SPECIFICATION TITLE: Aluminum Sulfate, Liquid

APPROVAL DATE: 10/15/03

DELIVERY: City of Lawton Water Treatment Plant, Medicine Park, Ok 73557

a. Item(s) shall be delivered, FOB, to the address shown above.

**WARRANTY:** None

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.

### ALUMINUM SULFATE, LIQUID

Quantity: Delivery must be shipped bulk approximately 4,500 gallons per load.

		COMPLY
1). Total soluble Al <sub>2</sub> O 3%	Minimum 8.0- Maximum 8.3	Y_X_N
2). Total soluble Iron as Fe <sub>2</sub> O <sub>3</sub> %	<0.02	Y_XN
3). Water insolubles, %	0.02 Max	Y_X N

- 4). Vendor to supply security information 24 hours prior to delivery. i.e. (Drivers name, license number, picture, trailer number and hatch seal number.)
- 5). Vendor to supply certified weight certificate at time of delivery. Payment shall be made only for the weight of product delivered.
- 6). Vendor must supply certificate of analysis for each load to include total manganese and iron content.
- 7). Vendor to state delivery time. This information will be used as criteria in bid evaluation.

- 8). Liquid Alum must comply with AWWA Standard B403-98. Vendor must supply a current
  - and complete material safety data sheet (MSDS) before their first delivery.
- 9). Product acceptability shall be established under the applicable ANSI/NSF Standard (60 or 61) and must be certified as suitable for contact with or treatment of drinking water.
- 10). The Vendor's agent (truck driver) shall provide samples for the plant operator according to AWWA standard B403-98. Plant operator will provide sample containers.
- 11). The City shall retain one sample from each shipment. The sample will be held until the next shipment of product is received. The vendor agrees the content of this sample fairly represents the quality of the product delivered in that shipment.



# PRODUCT DATA SHEET (LOW IRON LIQUID ALUMINUM SULFATE)

# **Physical Properties**

Dry Alum in Solution 48-49%

 $Al_2O_3$  8.0-8.4%

Free  $Al_2O_3$  +/- 0.025%

Total Iron as  $Fe_2O_3$  < 50 ppm

Insoluble Matter < 0.02 %

S.G. 1.325 +/- .003

email: info@affinitychemical.com

pH 1.9 - 2.3



# Aluminum Sulfate Solution SAFETY DATA SHEET

Section 1 - Product and Company Identification

24 Hour Emergency Telephone:

Chemtrec 1-800-424-9300

Material Name: Aluminum Sulfate Solution

Manufacturer Information:

Affinity Chemical, LLC PO Box 601298 Dallas, TX 75360

973-908-8053 (M-F, 8:00 AM -5:00 PM Eastern Time)

Other Name(s): Alum

Product Usage:

Water treatment coagulant/flocculant, pH control, phosphate control, paper sizing aid, pitch control

Section 2 - Hazard(s) Identification

Classification: Skin Irritant 1A, Eye Damage 1, Corrosion 1

Signal Word: Danger

Hazard Statements: Causes severe skin burns and eye damage; Causes serious eye damage; May be corrosive to metals

Symbol(s):

Precautionary Statements:

Prevention: Wash hands, along with any other body parts that may have been exposed, thoroughly after handling.

Wear protective gear to prevent contact with skin (Rubber gloves, aprons, slicker suit)

Wear eye protection/face protection (clear goggles and face shield)

Keep only in original container.

Corrosion

Response: If on skin: Wash with plenty of water.

If skin irritation occurs: Get medical advice/attention,

Refer to first-aid measures (section 4) for any specific treatment Take off contaminated clothing and wash it before reuse.

If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

If eye irritation persists: get medical attention Absorb spillage to prevent material damage.

Storage: Store in compatible containers such as polypropylene, polyethylene, PVC, or 316 SS

Other Hazards: Ingestion or inhalation not recommended and could present hazards not otherwise classified.

Section 3 - Composition/Information on Ingredients

Common Name(s): Alum Chemical family: inorganic, salt

Components CAS# Weight %

Aluminum Sulfate (as anhydrous) 10043-01-3 <29%

Water (including waters of hydration) 7732-18-5 >71%

Section 4 - First-Aid Measures

Skin/Eye Contact: For skin, immediately remove contaminated clothes under safety shower. Flush skin with running water for at least 15 minutes. Launder

clothes before reuse. For eyes, flush carefully in eye wash for several minutes; remove contact lenses if present and easy to do; cautiously

flush person's eyes with running water for at least 15 minutes. Seek Medical attention if irritation persists.

Ingestion: Rinse mouth. Immediately dilute swallowed material by orally administrating large amounts of water or milk. DO NOT INDUCE

VOMITING. NEVER administer liquids orally to an unconscious person. Call physician or poison control center if person feels unwell or

more than a few drops are ingested.

Inhalation: Seek medical assistance if irritation is noted ,person is having difficulty breathing, or the possibility exists of fluid in the lungs. Remove

victim from the contaminated atmosphere. If breathing stopped, give artificial respiration. Weak breathing may be supplemented with a

bag-mask or manually operated air supply that delivers at least 1 liter/second.



# Aluminum Sulfate Solution SAFETY DATA SHEET

### Section 5 - Fire-Fighting Measures

Suitable Extinguishing Media:

Not combustible. Use extinguishing agents appropriate for surrounding fire

**Special Fire Fighting:** 

Move container from fire area if it can be done without risk. Avoid inhalation of material or combustion byproducts by wearing a self contained breathing apparatus. Dike area to prevent runoff and contamination of water source. Stay upwind and

keep out of low areas.

Unusual Fire/Explosion:

Under fire conditions at temperatures greater than 650°C or 1202°F, decomposes to give off sulfur trioxide, an oxidizing agent

which will support combustion. Sulfur trioxide will react to form sulfuric acid.

#### Section 6 - Accidental Release Measures

Spill or Leak:

Wear PPE appropriate for handling the material. No smoking or eating in spill areas. Absorb small spills with sand or vermiculite. Place contaminated material in appropriate container for disposal. If spilled on ground, the affected area should be removed to a depth of 1 to 2 inches and placed in an appropriate container for disposal Large spills should be handled according to a predetermined plan. Do not flush material to public sewer systems or any waterways. Wear appropriate protective clothing and equipment during cleanup activities. Ensure adequate decontamination of tools and equipment following cleanup. Adequate ventilation is required when neutralizing spills / leaks.

### Section 7- Handling and Storage

Smoking and/or eating is not recommended in storage areas. Stainless steel or fiberglass tanks are recommended. Keep product away from heat sources and direct sunlight. Do not reuse storage containers unless properly reconditioned.

Isolate appropriately from chemicals where low pH could create a hazardous byproduct; for example a combination with hypochlorite could lead to the evolution of chlorine gas.

#### Section 8- Exposure Controls/Personal Protection

Component	CAS#	OSHA PEL	ACGIH TLV
Aluminum Sulfate (as anhydrous)	10043-01-3	2.0 mg/m <sup>3</sup> (as Al)	2.0 mg/m <sup>3</sup> (as Al)

If airborne exposures exceed 1.0 mg/m³, a negative pressure air-purifying respirator is recommended. Cartridges must be NIOSH / MSHA approved against dusts and mists having TWA than 0.05 mg/m³

Eye wash and safety shower should be available near storage and usage points

Exposed skin and eyes should be protected and contact with skin and clothing avoided. Minimal PPE would be closed goggles and/or face shield and gloves (rubber,neoprene,PVC) with work clothing covering other exposed skin.

Arriving material may be hot; personnel performing unload operations should have additional PPE such as a rainsuit/slicker suit, goggles with faceshield, and appropriate footwear and gloves.

#### Section 9- Physical and Chemical Properties Clear, water white to Upper/lower flammability or explosive Limits amber N/A Appearance Odor N/A Vapor pressure Similar to water Odor threshold N/A Vapor density Similar to water Relative density (15.6°C) 1.315-1.345 pH 1.4-2.6 (neat) Melting point/freezing point -15°C Solubility high in water 100°C Initial boiling point Partition coef n-octanol/water N/A Flash point N/A Auto-ignition temp N/A **Evaporation rate** N/A **Decomposition Temp** 650°C Flammability N/A Viscosity 5-25 cP



### Aluminum Sulfate Solution SAFETY DATA SHEET

Section 10- Stability and Reactivity

Reactivity: Stable at normal temperatures and pressures

Chemical stability: Stable; water component can evaporate

May produce hazardous decomposition products if mixed with pH sensitive materials

Possibility of hazardous reactions: (e.g. chlorine gas when mixed with sodium hypochlorite).

Temperatures at or near to crystallization, -15°C or 4°F. At temperatures greater than Conditions to avoid:

650°C or 1202°F, it decomposes to form aluminum oxide and sulfur trioxide

Incompatible materials: Corrosive to carbon steel

Hazardous decomposition products: This may include aluminum oxide and sulfur oxides.

Section 11- Toxicological Information

**Acute Toxicity Estimate:** The acute oral LD50 is greater than 5,000 mg/kg. **Chronic Toxicity Estimate:** The acute oral LD50 is greater than 5,000 mg/kg.

Symptoms of Overexposure: May cause skin and eye irritation. If inhaled, may cause headaches, nausea, and respiratory irritations.

Carcinogenicity: Not listed as a carcinogen by NTP, IARC, or OSHA.

Other Possible Health Hazards: The common recognized injury from Aluminum Sulfate is local tissue irritation. The irritating action is often from hydrolysis to form sulfuric acid and may occur from ingestion, skin or eye contact, or inhalation of dusts and mists. Remove victim from

SKIN / EYES: May cause corneal burns or severe irritation in eyes. Fumes or mists may cause irritation or burns to skin. INGESTION: Oral and gastrointestinal irritation. Local tissue damage. Nausea, vomiting, diarrhea, and gastrointestinal

bleeding may follow. Can be fatal if swallowed in sufficient quantities.

INHALATION: Irritation of the respiratory system. Long term exposure may cause bronchial irritation, coughing, and

bronchial pneumonia. Medical conditions generally aggravated are acute and chronic respiratory diseases.

Routes of Entry: Ingestion, skin or eye contact, or inhalation of dusts and mists.

Section 12- Ecological Information

(For CAS 10043-01-3)

Toxicity LC50: 96h Mosquitofish: 235 mg/l (ECOTOX Database Ref 508, result 2063538)

Persistence and Degradability: Can be eliminated from water by precipitation or flocculation

**Section 13- Disposal Considerations** 

Disposal: Contact site environmental personnel and/or state and federal agencies for disposal procedures that are in accordance with environmental regulations.

**Section 14- Transport Information** 

PROPER SHIPPING NAME: Corrosive liquid, Acidic, Inorganic, N.O.S. (contains Aluminum Sulfate)

HAZARD CLASS UN ID NUMBER PACKING GROUP RQ (lbs)

> UN3264 PG III 10,300



### Aluminum Sulfate Solution SAFETY DATA SHEET

Section 15 - Regulatory Information

Pressure

NO

Reactivity

SARA Title III information:

SECTION 302 EXTREMELY HAZARDOUS SUBSTANCES: Not listed SECTION 313 TOXIC CHEMICAL: Not listed RCRA HAZARD WASTE: Not listed

311/312 HEALTH & PHYSICAL HAZARDS: Immediate Delayed Fire YES NO NO

Health Fire Reactivity

MAXIMUM USE LEVEL (water treatment): 150 mg/l

TSCA INFORMATION: Listed - Sulfuric Acid, aluminum salt (3:2) 10043-01-3

Section 16-Other Information

0

Date of preparation: 7/3/18 Version SDS 3.0 Summary of changes: Modified Sections 2,3,8,9,14

### Disclaimer of Warranty:

NFPA RATING

The information provided in the Safety Data Sheet has been obtained from sources believed to be reliable. Affinity Chemical LLC. provides no warranties; either expressed or implied and assumes no responsibility for the accuracy or completeness of the data contained herein. This information is offered for your information, consideration, and investigation. You should satisfy yourself that you have all current data relevant to your particular use. Affinity Chemical LLC. knows of no medical condition, other than those noted on this safety data sheet, which are generally recognized as being aggravated by exposure to this product.

### TRINTERNATIONAL

Chemical & Raw Material Sourcing: Custom Tailored "SUPPLYING INDUSTRY WORLDWIDE"

### **CAPABILITIES STATEMENT**

TRINTERNATIONAL, INC. is a full-line chemical distributor. We provide creative sourcing solutions as a world-class distributor of raw materials. Our team brings quality product alternatives, extensive product knowledge, and industry experience with attention to personal customer service. We take the time to recognize your needs, understand your business, and solve your sourcing challenges.

As a small business with SBA WOSB, WBENC, & NGLCC certifications, TRI is committed to Excellence for our State, Federal, and Commercial clients.

### **Vendor Identification Numbers**

**DUNS Number: 868851247** 

**CAGE Code:** 6J2V4 **FEIN:** 91-1644239 **NAICS:** 424690, 423850, 423450 **SIC:** 5169, 2819 **DBA:** TRI Chemicals, Inc.; TRINTERNATIONAL, INC.

### **Certifications & Memberships**

- SBA WOSB Women-Owned Small Business Certified
- WBENC Women-Owned Business Enterprise Certified
- · LGBT Business Enterprise (LGBTBE) Certified
- NACD National Association of Chemical Distributors
- · GSBA Greater Seattle Business Association
- Simplified Acquisition Program and System for Award Management (SAM) registration with US Federal Contractor Registration (USFCR)

### **Core Competencies**

- · Raw Materials Product and Sourcing Solutions
- PPE / Healthcare Products and Sourcing Solutions
- · Dedicated Operations, Logistics, and Support
- · Customer specific sourcing and supply
- · Custom Manufacturing, Formulation, Packaging, and Storage

### Differentiators

- We secure "hard to source" products from domestic and international sources
- Verified 'Responsible Distributor' and active National Association of Chemical Distributors (NACD) member.
- Trusted industry experts for over 25 years Established 1994

### **Support & Logistics**

- Dedicated one-on-one support staff, customer service, and sales
- · Experts in domestic and international market conditions
- · Nation-wide warehousing and stocking points
- · Quality product alternatives and functional offsets
- Pre-shipment samples for special specification products

### **Leading Products**

- · Finished Hand Sanitizer, both alcohol and alcohol-free
- Propylene Glycol (PG) & Dipropylene Glycol (DPG)
- Benzyl Alcohol
- · Ethyl Alcohol (OH) & Isopropyl Alcohol (IPA)
- Hydrocarbon Resins
- · Glycol Ethers & Specialty Glycol Ethers
- · Caustic Soda & Caustic Potash

### **Awards & Recognitions**

- ICIS Chemical Independent Chemical Information Service
  - Top 100 Chemical Distributors, #64 in North America, 2019
  - Top 100 Chemical Distributors, #70 in North America 2018
- · PSBJ Puget Sound Business Journal
  - Largest LGBTQ-Owned Businesses, #1 June 2020
  - Largest Women-Owned Businesses, #7 May 2020
  - Largest Private Companies, #118 April 2020
  - 40 Under 40 honoree, Megan E. Gluth-Bohan, Esq., 2016
  - Top 100 Fastest-Growing WA Private Businesses: 2010, 2009, 2005
  - Largest Private Companies WA: 2020, 2014, 2013



### **Contact Information**

### **IRINTERNATIONAL**

TR International Trading Company 22817 102nd Place West

Edmonds, WA 98020, USA

P: +1(206) 505-3500 F: +1(206) 505-3501 E: info@trichemicals.com

URL: www.trichemicals.com















### WATER TREATMENT RAW MATERIALS

TRInternational, Inc. (TRI) provides creative sourcing solutions, quality product alternatives and personal customer service as a world-class, full-line global chemical distributor to the Water Treatment industry. The list below represents our featured raw materials, strongest products and best sourcing positions.

Cooking & Boiler Treatment
Odor Control
Wastewater Treatment

Drinking Water Treatment Filtration

Disinfection pH Control Softening

**Acetic Acid** 

**Activated Carbon** 

**Aluminum Sulfate** 

**Ascorbic Acid** 

Calcium Chloride

**Calcium Hydroxide** 

**Calcium Hypochlorite** 

Carbon

Caustic Potash (Potassium Hydroxide)

Caustic Soda, Liquid (Sodium Hydroxide)

Caustic Soda, Solid (Sodium Hydroxide)

**Copper Sulfate** 

**Diatomaceous Earth** 

**Ethyl Alcohol** 

**Ferric Chloride** 

**Ferric Salts** 

Ferric Sulfate

Ferrous Chloride

**Ferrous Salts** 

**Ferrous Sulfate** 

**Glycerine** 

**Hydrochloric Acid (Muriatic Acid)** 

Hydrofluorsilic Acid

Hydrogen Peroxide

Isopropyl Alcohol

Lime

**Magnesium Chloride** 

Magnesium Hydroxide

Methanol

**Mineral Oils** 

**Nitric Acid** 

**Phosphates** 

**Phosphoric Acid** 

**Potassium Permanganate** 

Silicates

**Sodium Bicarbonate** 

**Sodium Bisulfate Solution** 

**Sodium Bisulfite Solution** 

Sodium Carbonate (Soda Ash)

Sodium Chloride (Salt)

**Sodium Chlorite** 

Sodium Hypochlorite

Sodium Metabisulfite

**Sodium Permanganate** 

**Sulfuric Acid** 

Featured raw materials for Water Treatment

www.trichemicals.com/industries



### SUPPLYING INDUSTRY WORLDWIDE

### Features & Services

- Raw Materials Product & Sourcing Solutions
- PPE / Healthcare Products & Sourcing Solutions
- Dedicated Operations, Logistics, & Support
- Customer specific sourcing & supply
- Custom Manufacturing, Formulation, Packaging, & Storage
- We secure "hard to source" products
- National Association of Chemical Distributors (NACD) member
- · Verified 'Responsible Distributor'
- Proudly Women-Owned & Veteran Founded
- Established 1994, trusted industry experts

### **TRI USA Regional Locations**

West Coast Midwest Northeast Southwest Mid-South Southeast

### **Custom Blending Facility**

Chicago, IL, USA

### Supplier Partnerships & Sourcing Agents:

Middle East Taiwan
China Japan
India Germany
South Korea Turkey
Thailand Canada



### **Major Stocking Points**

Atlanta, GA	Edmonton, AB	Oakland, CA	Belgium	Italy	South Africa
Chicago, IL	Houston, TX	Savannah, GA	Brazil	Japan	Taiwan
Cleveland, OH	Little Rock, AK	Seattle, WA	China	Korea	Thailand
Columbus, Ohio	Mobile, AL	Simpsonville, SC	Germany	Netherlands	Turkey
Dallas, TX	Newark, NJ	St. Louis, MO	India	Spain	USA
Denver, CO	Norfolk, VA	Tampa, FL			
		Vancouver, BC			

### **Industries Served**

Adhesives & Sealants	Inks & Dyes	Personal Care
Chemical Formulating	Metal Work, Care & Cleaning	Plastics & Rubber
Composites	Mining	Polymer Building Block
Food Ingredients	Oil & Gas	PPE & Healthcare
Household & Industrial Cleaning	Paint & Coatings	Water Treatment

### RINTERNATIONAL

22817 102nd Place West, Edmonds, WA 98020, USA P: +1(206) 505-3500 @TRICHEMICALS





**Major Sourcing Points** 







JOIN FORCES, SUCCEED TOGETHER.

hereby grants

# wational Women's Business Enterprise Certification

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### TR International Trading Company

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein. who has successfully met WBENC's standards as a Women's Business Enterprise (WBE)

WBENC National Certification Number: WBE2002806 Certification Granted: November 3, 2020 Expiration Date: November 30, 2021

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - Pacific, a WBENC Regional Partner Organization.



Authorized by Janice Greene, PhD, President & CEO Women's Business Enterprise Council - Pacific

12162100, 12162101, 12162200, 12162201, 12162202, 12162203, 12162205, 12162205, 12162205, 12162207, 12162208, 12162209, 12162210, 12162211, 12162212, 12162300, 12162302, 12162303, 12162304, 12162303, 12162400, 12162402, 12162402, 12162501, 12162501, 12162502, 12162503, 12162700, 12162701, 12162301, 12162302, 12162303, 12162302, 121623 12162702, 12162800, 12162801, 12162802, 12163100, 12163101, 12163102, 12163500, 12163501, 12163601, 12163602, 12163500, 12163900, 12164502, 12164502, 12164502, 12164502, 12164503, 12164503, 12164506, 12164506, 12164507, 12164509, 12164509, 12164600, 12164507, 12164508, 12164509, 12164601, 12164602, 12164602, 12164603, 12164603, 12164604, 12164605, 12164606, 12201501, 12201502, 12201502, 12201504, UNSPSC: 12161900, 12161901, 12161902, 12161902, 12161903, 12161904, 12161906, 12161906, 12161907, 12161908, 12161909, 12161910, 12161911, 12161912, 12161913, 1212201505, 12201600, 12201601, 12201602, 12201603, 12352100, 12352101, 12352102, 12352103, 12352104



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The Public Health and Safety Organization

Close Window to Exit NSF Listings

### **NSF Product and Service Listings**

These NSF Official Listings are current as of **Wednesday**, **July 21**, **2021** 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?

<u>CompanyName=Affinity&ChemicalName=Aluminum+Sulfate&</u>

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

### Affinity Chemical LLC

3016 Southwestern Boulevard P.O. Box 601298 Dallas, TX 75360-1298 United States 972-880-1493 Visit this company's website

Facility: #1 USA

Aluminum Sulfate [AL]

Aluminum Sulfate C[1] [CP]

Aluminum Sulfate Solution

Trade Designation	Product Function	Max Use
AC2401	Coagulation & Flocculation	100mg/L
AC2403	Coagulation & Flocculation	100mg/L
AC2405	Coagulation & Flocculation	100mg/L
AC2407	Coagulation & Flocculation	100mg/L
AC2409	Coagulation & Flocculation	100mg/L
Acid Alum	Coagulation & Flocculation	400mg/L
Alum	Coagulation & Flocculation	400mg/L
Alum C[1] [CP]	Coagulation & Flocculation	150mg/L

Coagulation & Flocculation

Coagulation & Flocculation

150mg/L

400mg/L

<sup>[1]</sup> This product contains copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water should be monitored to ensure that levels of copper do not exceed regulatory requirements.

<sup>[</sup>AL] Based on an evaluation of health effects data, the level of aluminum in the finished

drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

### Facility: #2 USA

Product Function	Max Use
Coagulation & Flocculation	100mg/L
Coagulation & Flocculation	400mg/L
Coagulation & Flocculation	400mg/L
Coagulation & Flocculation	150mg/L
Coagulation & Flocculation	150mg/L
Coagulation & Flocculation	400mg/L
	Coagulation & Flocculation

- [1] This product contains copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water should be monitored to ensure that levels of copper do not exceed regulatory requirements.
- [AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.
- [CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

### Facility: #3 USA

Aluminum Sulfate [AL]		
Trade Designation	Product Function	Max Use
AC2401	Coagulation & Flocculation	100mg/L
AC2403	Coagulation & Flocculation	100mg/L
AC2405	Coagulation & Flocculation	100mg/L
AC2407	Coagulation & Flocculation	100mg/L
AC2409	Coagulation & Flocculation	100mg/L
Acid Alum	Coagulation & Flocculation	400mg/L
Alum	Coagulation & Flocculation	400mg/L
Alum C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	400mg/L

- [1] This product contains copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water should be monitored to ensure that levels of copper do not exceed regulatory requirements.
- [AL] Based on an evaluation of health effects data, the level of aluminum in the finished

drinking water shall not exceed 2 mg/L. [CP] The finished drinking water shall be monitored to ensure that levels of copper do

not exceed 1.3 mg/L.

### Facility: #4 USA

Aluminum Sulfate [AL]		
Trade Designation	Product Function	Max Use
AC2401	Coagulation & Flocculation	100mg/L
AC2403	Coagulation & Flocculation	100mg/L
AC2405	Coagulation & Flocculation	100mg/L
AC2407	Coagulation & Flocculation	100mg/L
AC2409	Coagulation & Flocculation	100mg/L
Acid Alum	Coagulation & Flocculation	400mg/L
Alum	Coagulation & Flocculation	400mg/L
Alum C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	400mg/L

- [1] This product contains copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water should be monitored to ensure that levels of copper do not exceed regulatory requirements.
- [AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.
- [CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

### Facility: #5 USA

Aluminum Sulfate[AL]		
Trade Designation	Product Function	Max Use
AC2401	Coagulation & Flocculation	100mg/L
AC2403	Coagulation & Flocculation	100mg/L
AC2405	Coagulation & Flocculation	100mg/L
AC2407	Coagulation & Flocculation	100mg/L
AC2409	Coagulation & Flocculation	100mg/L
Acid Alum	Coagulation & Flocculation	400mg/L
Alum	Coagulation & Flocculation	400mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	400mg/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.

Facility: #6 USA

Aluminum Sulfate [AL]		
Trade Designation	Product Function	Max Use
AC2401	Coagulation & Flocculation	100mg/L
AC2403	Coagulation & Flocculation	100mg/L
AC2405	Coagulation & Flocculation	100mg/L
AC2407	Coagulation & Flocculation	100mg/L
AC2409	Coagulation & Flocculation	100mg/L
Acid Alum	Coagulation & Flocculation	400mg/L
Alum	Coagulation & Flocculation	400mg/L
Alum C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate C[1] [CP]	Coagulation & Flocculation	150mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	400mg/L

- [1] This product contains copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water should be monitored to ensure that levels of copper do not exceed regulatory requirements.
- [AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.
- [CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

Facility: Prattville, AL

Aluminum Sulfate[AL]

Trade Designation	Product Function	Max Use
Acid Alum	Coagulation & Flocculation	400mg/L
Alum	Coagulation & Flocculation	400mg/L
Aluminum Sulfate Solution	Coagulation & Flocculation	400mg/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.

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

Number of matching Manufacturers is 1 Number of matching Products is 61 Processing time was 1 seconds

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### FINANCIAL SERVICES

212 SW 9<sup>th</sup> Street Lawton, Oklahoma 73501 (580) 581-3328 Ext. 4 FAX (580) 581-3438

August 3, 2021

Interested Vendor:

SUBJECT: Special Instructions for Submission of Bid Packet

If you desire to submit a bid for CL20-028 Liquid Aluminum Sulfate, this letter is provided to clarify problem areas.

The bid packet is composed of the following documents:

- Invitation for Bid and Contract with General Instructions
- Affidavit For Payments In Excess Of Twenty-Five Thousand Dollars (\$25,000,00)
- Department Specifications / Compliance Sheet
- Price Bid Sheet

You must include the following items in your bid packet or your bid cannot be considered:

- Page 1 of the Invitation for Bid/Contract must be returned. It must be the original properly signed and notarized.
- Price Bid Sheet and specifications sheets (with vendor's comments if applicable)

Please submit two (2) copies of any additional documents such as descriptive literature, samples, material safety data sheets or references. Please note that in some specifications, the submittal of the additional documents is required. If the documents are required and are not submitted, your bid may be considered non-responsive.

If you will require additional documents to be executed such as service agreements etc.., they must be submitted for legal review with your bid. No additional documents shall be considered or executed following bid submission unless it is deemed necessary by the City.

Bid openings are held at 212 SW 9th Street Lawton, OK 73501 in the 2<sup>nd</sup> floor Conference Room @ 2:00 pm. Bid results may be obtained by attending the bid opening, making a written request and enclosing a stamped, self-addressed envelope, or by fax. Bid results are not available by telephone. Please specify if you desire the bid results or the results of who received the contract. Contract award information will not be available until the City Council awards the contract. Information will be mailed or faxed to the requester.

Examine your bid packet carefully as soon as you receive it. If any of the requested items are missing or if you have questions about the bid packet, contact Marcie Sego via email at <a href="mailto:marcie.sego@lawtonok.gov"><u>Marcie.sego@lawtonok.gov</u></a> or Maegan Dowlen via email at <a href="mailto:maegan.dowlen@lawtonok.gov"><u>maegan.dowlen@lawtonok.gov</u></a>.

Sincerely,

Maegan Dowlen Contract Administrator Financial Services

### City of Lawton INVITATION TO BID AND CONTRACT

		ITTIMIOIT	DID AND CONTIN	ACI	
MAIL SEALE	D BIDS TO	:	DIRECT INQUIRE	ES TO:	
City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		Marcie Sego, Buy	er		
			marcie.sego@lawtonok.gov		
			Contract Administrator		
		maegan.dowlen@			
Date Bid Typed:		Dates Bid Advertised:			
	0.4			0.00 P.M	
August 3, 20 Contract Number	Z1	August 4, 2021	August 24, 2021	2:00 P.M.	
CL20-028 LIQU			ements-type Contract: YESX	Contract Period: 12 months	
		wton City Hall 2nd Floo	r Conference Room	12 11011110	
Vendor Name and		K 73501 @ 2:00 pm	Reason for No Bid:		
		S LLC / ELIZABETH RYNO			
Mailing Address:			Terms:		
90 EAST HALS	EY ROAD, SUIT	E 200	NET 30 DAYS FROM I	DATE OF SHIPMENT	
City: Stat	te: Zip:		Delivery:		
PARSIPPANY, N	IJ 07054		2 - 3 DAYS A.R.O.		
Area Code and Ph	one Number:		FAX Area Code and Phon	e Number:	
800-441-2659	)		973-515-4461		
74-3104940	identification N	umber or Social Security Nur			
			NOT SIGNED AND NOTARIZ	<del></del>	
DAVIT:	STATE OF	NEW JERSEY	COUNTY OF MORRIS		
ELIZABETH RYN	0		of lawful age	e. being first duly sworn, on oath says that:	
ment, and that as such the ring into said agrives, as well as factored pursuant to the bid rement of the contracts. Neither the bidder of competition by the inthe prospective onge of money or other officer or employee ed. Affiant further and to indemnify an	h agent Affiant ha- reement, and for ts pertaining to the d to which this sta- ct to which this sta- trivendor nor anyon agreement to bid contract, or as to a er thing of value for of the City of Lavagrees to be held d hold harmless t	s the authority to bind the bidde certifying the facts perlaining he giving or offering of things of tement is attached; 2. Affiant attement is attached and has be ne subject to the bidder/vendo at a fixed price or to refrain from any other terms of such prospe- or special consideration in the law whon, any money or other thing personally liable in the event the City of Lawton its department	ar/vendor, whether an individual, partner to the existence of collusion among be of value to government personnel in retisfully aware of the facts and circumstant een personally and directly involved in this direction or control has been a party in bidding, b. to any collusion with any motive contract, c. in any discussions betweeting of a contract, nor d. to paying, giving of value, either directly or indirectly, in that Affiant has misrepresented the scopints, boards, commissions, agencies, inst.	If executing the contract which is attached ship, or corporation, for the purpose of nego- idders and between bidders and City officiation for special consideration in the letting inces surrounding the making of the bid and the proceedings leading to the submission of a contract of the submission of the proceedings leading to the submission of the proceedings and any municipal official contract of the procuring the contract to which his statent error extend of Affiant's authority to bind the titutions, and all employees of the aforement and in addition to any other remedies available.	
		n <del>e</del> n	Elphoth	OF AUTHORIZED AGENT	
CHEMTRADE CI	HEMICALS US I	rrc	ELIZABETH RYNO, MARKE	TING SPECIALIST	
00 51051111	CEN BOAD CH	TTE DOO		1 1 1 1 to 13/3000LJ 1 1 L L.	
ss. 90 EAST HAL	SEY ROAD, SU	11E 200	Control of the Contro	19h August au	
ss. <u>90 EAST H</u> AL RSIPPANY, NJ 070		11E 200	Subscribed & sworn before me this	day of August . 2021	
			Chruston	day of August , 2021  u holder  Notary Public	

INVITATION TO BID AND CONTRACT PAGE 1 OF 11 Christine A. LaSala NOTARY PUBLIC OF NEW JERSEY Commission # 50152901 My Commission Expires 3/4/2026

### 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.

- 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.
- 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.
- 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.
- 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.
- 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 t 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 injures 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 Clark 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.
  - 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 NEW JERSEY

**%** FEIN: 74-3104940

COUNTY OF MORRIS

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.

CHEMTRADE CHEMICALS US LLC Business Name / Contractor Name

Signed

Print . ELIZABETH RYNO, MARKETING SPECIALIST

Attested to before me this 10 day of AUGUST

0

Notary Public

20

My Commission Expires

Christine A. LaSala NOTARY PUBLIC OF NEW JERSEY Commission # 50152901 My Commission Expires 3/4/2026

<u>NOTE</u>: 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.

Bid Number: CL20-028 Bid Title: Liquid Aluminum Sulfate

Vendor Name: CHEMTRADE CHEMICALS US LLC

(please complete above information)

### Price Bid

(must be completed and returned with the bid)

ltem	Description	Est Qty	Unit	Unit Price
1	Liquid Aluminum Sulfate	536,637	Gal	* \$1.259

Any questions in regards to the attached specifications should be addressed to David Hastings, Water Treatment Plant Superintendent, at (580) 512-7884 or David.hastings/a lawtonok.gov.

\* FOR CONVERSION PURPOSE ONLY, PRICE EQUATES TO \$463.00/ DRY TON.

### Notes:

- 1. As per accompanying specifications.
- 2. This is a requirements contract.
- 3. There are no insurance requirements for this contract.
- 4. Please submit two copies of any additional documents such as descriptive literature.

### CITY OF LAWTON SPECIFICATION

**SPECIFICATION NUMBER:** 

M-127

**SPECIFICATION TITLE:** 

Aluminum Sulfate, Liquid

APPROVAL DATE:

10/15/03

DELIVERY: City of Lawton Water Treatment Plant, Medicine Park, Ok 73557

a. Item(s) shall be delivered, FOB, to the address shown above.

**WARRANTY:** None

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.

### ALUMINUM SULFATE, LIQUID

Quantity: Delivery must be shipped bulk approximately 4,500 gallons per load.

		COMPLY	
1). Total soluble Al <sub>2</sub> O 3%	Minimum 8.0- Maximum 8.3	Y_x_N	
2). Total soluble Iron as Fe <sub>2</sub> O <sub>3</sub> %	<0.02	Y_x_N	
3). Water insolubles, %	0.02 Max	Y x N	
4). Vendor to supply security inform (Drivers name, license number,	nation 24 hours prior to delivery. picture, trailer number and hatch		YES
<ol> <li>Vendor to supply certified weight made only for the weight of pro</li> </ol>	•	Payment shall be	YES
6). Vendor must supply certificate of and iron content.	of analysis for each load to includ	e total manganese	YES
7). Vendor to state delivery time. T evaluation.	This information will be used as co	riteria in bid	YES

8). Liquid Alum must comply with AWWA Standard B403-98. Vendor must supply a YES current and complete material safety data sheet (MSDS) before their first delivery. 9). Product acceptability shall be established under the applicable ANSI/NSF Standard YES (60 or 61) and must be certified as suitable for contact with or treatment of drinking water. 10). The Vendor's agent (truck driver) shall provide samples for the plant operator YES according to AWWA standard B403-98. Plant operator will provide sample containers. 11). The City shall retain one sample from each shipment. The sample will be held until YES the next shipment of product is received. The vendor agrees the content of this sample fairly represents the quality of the product delivered in that shipment.

## I CERTIFY that I have opened, read, and recorded herein all bids received and listed below: ABSTRACT OF BIDS Signature:

Signature:\_

			1	_			T. I.		T	
,					_	Item No.				
					Liquid Aluminum Sulfate	Description of Bid Item	DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS\$25,000: CERTIFICATE OF INSURANCE ENCLOSED:	Number of ADDENDA Issued NONE	IFB/RFP Title Liquid Aluminum Sulfate	IFB/RFP Number CL20-028
					536,673	Est. Qty	S,000: NCLOSED:	Buyer Marcie Sego	Date Opened: 7/21/2020	Page of
					Gal	Unit		er Sego	pened: 2020	
					NO BID	Unit Price		Addenda Acknowledged N/A	2601 C Baltin (4: F: (	Bid
						Amount / Remarks	N N O		USALCO 2601 Cannery Avenue Baltimore, MD 21226 (410)-354-0100 F: (410) 918-2240 POC: Melanie Rock	Bidder Number
					\$1.11	Unit Price	3 to 5 bus Y Y	Addenda A	UNIVAR SOLU 8201 S 21 KENT, 1 (206)6 F: (253) POC: ROI	Bidder 
						Amount / Remarks	3 to 5 business days Yes Yes Yes Yes	Addenda Acknowledged N/A	UNIVAR SOLUTIONS USA INC. 8201 S 212 <sup>TH</sup> STREET KENT, WA 98032 (206)653-5075 F: (253)872-5041 POC: ROISE HOLIDAY	Bidder Number
					\$1.2580	Unit	ယ	Addenda	GEO Speci 9213 A Little F (50 F: (5	Bid
						Amount /	to 4 days Yes Yes No	Addenda Acknowledged  N/A  3 to 4 days  Yes	GEO Specialty Chemicals, Inc. 9213 Arch Street Pike Little Rock, AR 72206 (501) 888-1211 F: (501) 888-1148 POC: Patsy Hale	Bidder Number

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

ABSTRACT OF BIDS

Signature:

Signature:\_

 	-	 		 ,							
					>	No.					
					Liquid Aluminum Sulfate	Description of Bid Item		DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS\$25,000: CERTIFICATE OF INSURANCE ENCLOSED:	Number of ADDENDA Issued NONE	IFB/RFP Title Liquid Aluminum Sulfate	IFB/RFP Number CL20-028
					536,673	Est. Qty		ARY: .\$25,000:	Buyer Marcie Sego	Date Opened: 7/21/20	Page of
					Gal	Unit		Đ.	er Sego	pened: /20	of 2
					\$1.2123	Unit Price		Allow 2-3 days ARO Yes Yes No	Addenda	Chemtrade 90 East H Parsip (80 F: (90 POC:	Bid
						Amount / Remarks			Addenda Acknowledged N/A	Chemtrade Chemicals US LLC 90 East Halsey Rd, Ste 200 Parsippany, NJ 07054 (800) 441-2659 F: (973) 515-4461 POC: Elizabeth Ryno	Bidder Number 4
					\$0.789	Unit Price		48 H	Addenda A	Chameleon PO Bo Mesquit (972): Fax: (97 POC: Cl	Bidde
			D			Amount / Remarks		48 Hrs ARO Yes Yes No	Addenda Acknowledged N/A	Chameleon Industries Inc PO Box 853027 Mesquite, TX 75149 (972) 880-1493 Fax: (972) 692-8642 POC: Chino Garza	Bidder Number  5
					\$1.2192	Unit Price		2-3 days ARO Yes Yes No	Addenda Acknowledged N/A 2-3 days ARO	Brennta, 704 E W Lanca (91 F: (91 POC:	Bid
						Amount / Remarks				Brenntag Southwest, Inc. 704 E Wintergreen Road Lancaster, TX 75134 (918)273-2265 F: (918)273-2268 POC: Jim DeLozier	Bidder Number



### **DELEGATION OF AUTHORITY**

I, Scott Rook, President and Chief Executive of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

Parul Kachhia-Patel

Lisa Brownlee

Paul Peters

Elizabeth Ryno

Leilina Gossa

Christine LaSala

Delana Peralta

Michele Schroeher

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 8th day of April, 2021

Scott Rook

President and Chief Executive Officer

Seath Roll

### CERTIFICATE OF SECRETARY

I, Susan Pare, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the 10th day of November, 2003 and that the same has not been modified or revoked and is on the date hereofin full force and effect:

RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that Scott Rook is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Rook is, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer:

Scott Rook

Seath Roll

President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 8th day of April, 2021.

Seal

Susan Pare

Corporate Secretary

Auxan M Pare



Water Chemicals Group

90 East Halsey Road, Ste. 200 Parsippany, NJ 07054 Tel: 800-441-2659 Fax: 973-515-4461 www.ChamtradeLogistics.com

August 10, 2021

SUBJECT: Bid Tabulation Request

Bid CL20-028 Liquid Aluminum Sulfate Opened August 24, 2021 @ 2:00 pm

Thank you for the opportunity to bid on your Water and Waste Water Treatment Chemical requirements.

Chemtrade Chemicals would like to obtain the bid tabulations for the attached bid.

Bid results can be mailed, faxed or emailed. Bid tabs can be faxed to my attention at (973) 515-4461 or emailed to <a href="mailed-bids@ChemtradeLogistics.com"><u>Bids@ChemtradeLogistics.com</u></a>

Thank you for your assistance in this matter. Chemtrade Chemicals looks forward to future opportunities to bid on your water treatment chemical needs.

Very truly yours,

Beth A. Ryno

Marketing Specialist Phone: (800) 441-2659 Direct Line: (973) 515-1858

Fax: (973) 515-4461

Direct Email: <a href="mailto:bryno@chemtradeLogistics.com">bryno@chemtradeLogistics.com</a>
Dept. Email: <a href="mailto:bids@chemtradeLogistics.com">bids@chemtradeLogistics.com</a>



**Water Chemicals Group** 

90 East Halsey Road Parsippany, NJ 07054 Tel: 800-441-2659 Fax: 973-515-4461 www.ChemtradeLogistics.com

### WARRANTY INFORMATION

Chemtrade Chemicals will accept return of material and replace material. Samples will be taken of material and analyzed. Any material that is off-spec as a result of a Chemtrade's production error will be replaced without cost to customer. If product damage is a result of transporation, we will then partner with our carrier to pursue the cause of the problem and develop a resolution in the best interest of the customer.



**Water Treatment Group** 

90 East Halsey Road Parsippany, NJ 07054 Tel: 1-800-441-2653 Fax: (973) 515-4461 www.chemtradelogistics.com

### PRODUCT CERTIFICATION

Chemtrade Chemicals certifies that all grades of Aluminum Sulfate as produced by our manufacturing locations will meet National Sanitation Foundation Standard 60 and ANSI/AWWA B 403-16 standard in every respect.

Safety Data Sheet, NSF Certification and related technical information is attached for review.

Elizabeth Ryno

Marketing Specialist



### Liquid Alum PRODUCT DATA SHEET

### **CHARACTERISTICS**

Liquid Alum is a clear, light green, slight yellow, brown, amber or orange-like tinted solution. It is a cationic inorganic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI/CAN Standard 60: Drinking Water Chemicals - Health Effects; Certified

### **TYPICAL PROPERTIES**

Formula: Aqueous solution of aluminum sulfate C.A.S. 10043-01-3 (Aluminum sulfate)

pH (neat) 1.4 - 2.6 Specific Gravity @ 21°C (70°F) 1.30 - 1.35 Freezing Point -16°C (4°F) Density, lbs./gal., US 10.8 - 11.3 Aluminum as Al, % 4.2 - 4.5 Aluminum as Al<sub>2</sub>O<sub>3</sub>, % 8.0 - 8.4 Aluminum as Al<sub>2</sub>(SO<sub>4</sub>)<sub>3</sub>\*14H<sub>2</sub>O (Dry Alum), % 46 - 49

### **PRODUCT USES**

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Fixing rosin sizes on paper fibers. Paper machine drainage and retention aid. Paper machine pitch control.

### SHIPPING CONTAINERS

Bulk transport Bulk car 275 US gal. one-way container 55 US gal. plastic drum

### SHIPPING REGULATIONS (US DOT / TDG)

Proper Shipping Name: Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)

Hazard Class: 8 ID Number: UN3264 Packing Group: III

The US EPA reportable quantity (RQ) for aluminum sulfate is 5,000 lbs.

### PRODUCT SAFETY INFORMATION

Causes serious eye damage. Do not breathe vapors, mist or spray. Wash hands, forearms, and other exposed areas thoroughly after handling. Wear protective gloves, protective clothing, and eye protection. Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets** (SDS) for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24-hour **Emergency Number: USA and Canada (CHEMTREC) 800-424-9300.** For additional information contact:

Syracuse Technical Center 315-478-2323 or 800-255-7589

Water Treatment Chemicals
Customer Service 844-204-9675

Revision Date: April 10, 2020

CHE-5001P-1

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infiningement or other intellectual properly misappropriation. Chemitrade Logistics Inc. and its affiliates (collectively, "Chemitrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemitrade shall not be responsible or liable for the used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.

### **Liquid Alum**



Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's

Hazardous Products Regulation, February 11, 2015.

Revision Date: 06/11/2019 Date of Issue: 05/01/2015

Version: 9.0

### **SECTION 1: IDENTIFICATION**

### **Product Identifier**

Product Form: Mixture
Product Name: Liquid Alum
Intended Use of the Product

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

### Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC. 155 Gordon Baker Road

Suite 300

Toronto, Ontario M2H 3N5
For SDS Info: (416) 496-5856
www.chemtradelogistics.com
Emergency Telephone Number

**Emergency Number** 

Canada / US: CHEMTREC +1-800-424-9300 INTERNATIONAL: +1-703-741-5970 Chemtrade Emergency Contact: (866) 416-4404

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC - Day or Night

### SECTION 2: HAZARDS IDENTIFICATION

### Classification of the Substance or Mixture

**GHS Classification** 

Met. Corr. 1

H290

Eye Dam. 1

H318

Aquatic Acute 3

H402

Full text of hazard classes and H-statements : see section 16

### **Label Elements**

**GHS Labeling** 

**Hazard Pictograms** 

TE

Signal Word

: Danger

**Hazard Statements** 

: H290 - May be corrosive to metals.

H318 - Causes serious eye damage. H402 - Harmful to aquatic life.

**Precautionary Statements** 

: P234 - Keep only in original container.

P260 - Do not breathe vapors, mist, or spray.

P264 - Wash hands, forearms, and other exposed areas thoroughly after handling.

P273 - Avoid release to the environment.

P280 - Wear protective gloves, protective clothing, and eye protection. 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.

P304+P340 - IF INHALED: Remove person to fresh air and keep comfortable for

breathing.

P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove

contact lenses, if present and easy to do. Continue rinsing. P310 - Immediately call a POISON CENTER or doctor.

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### **Liquid Alum**

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

P321 - Specific treatment (see section 4 on this SDS).

P363 - Wash contaminated clothing before reuse.

P390 - Absorb spillage to prevent material damage.

P405 - Store locked up.

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

P501 - Dispose of contents/container in accordance with local, regional, national,

provincial, territorial and international regulations.

### **Other Hazards**

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

### Unknown acute toxicity

No data available

### SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

### **Mixture**

Name	Product Identifier	%*	GHS Ingredient Classification
Water	(CAS No) 7732-18-5	30 - 55	Not classified
Sulfuric acid, aluminum salt (3:2)**	(CAS No) 10043-01-3	45 - 70 <sup>+</sup>	Met. Corr. 1, H290
			Eye Dam. 1, H318
			Aquatic Acute 3, H402

Full text of H-phrases: see section 16

### SECTION 4: FIRST AID MEASURES

### **Description of First-aid Measures**

**General:** Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

Inhalation: Remove to fresh air and keep at rest in a position comfortable for breathing. Immediately call a POISON CENTER or doctor/physician.

**Skin Contact:** Remove contaminated clothing. Immediately flush skin with plenty of water for at least 30 minutes. Wash contaminated clothing before reuse. Immediately call a POISON CENTER or doctor.

**Eye Contact:** Rinse cautiously with water for at least 30 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get immediate medical advice/attention.

Ingestion: Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention.

### Most Important Symptoms and Effects Both Acute and Delayed

General: May cause skin irritation and eye damage.

Inhalation: May be corrosive to the respiratory tract.

Skin Contact: May cause irritation.

Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

Chronic Symptoms: None expected under normal conditions of use.

### Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

### **SECTION 5: FIRE-FIGHTING MEASURES**

### **Extinguishing Media**

Suitable Extinguishing Media: Water spray, dry chemical, foam, carbon dioxide.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

### **Special Hazards Arising From the Substance or Mixture**

Fire Hazard: Not considered flammable but may burn at high temperatures.

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<sup>\*\*</sup>As Al<sub>2</sub>(SO<sub>4</sub>)<sub>3</sub>•14H<sub>2</sub>O (Dry Aluminum Sulfate).

<sup>\*</sup>Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

<sup>&</sup>lt;sup>†</sup>The actual concentration of the ingredient(s) is withheld as a trade secret in accordance with the Hazardous Products Regulations (HPR) SOR/2015-17 and 29 CFR 1910.1200.

### **Liquid Alum**

### Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Explosion Hazard: Contact with metallic substances may release flammable hydrogen gas.

**Reactivity:** May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

### **Advice for Firefighters**

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: Can liberate toxic and corrosive fumes of SO<sub>2</sub> and SO<sub>3</sub> under extreme conditions when boiled to dryness or heated above 600 °C (1112 °F).

Other Information: Do not allow run-off from fire fighting to enter drains or water courses.

### Reference to Other Sections

Refer to Section 9 for flammability properties.

### SECTION 6: ACCIDENTAL RELEASE MEASURES

### Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Do not get in eyes, on skin, or on clothing. Do not breathe vapor, mist or spray.

### For Non-Emergency Personnel

**Protective Equipment:** Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

### For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

**Emergency Procedures:** Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit. Ventilate area.

### **Environmental Precautions**

Prevent entry to sewers and public waters. Avoid release to the environment.

### Methods and Materials for Containment and Cleaning Up

**For Containment:** Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams. As an immediate precautionary measure, isolate spill or leak area in all directions.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill. Absorb spillage to prevent material damage. Cautiously neutralize spilled liquid.

### **Reference to Other Sections**

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

### **SECTION 7: HANDLING AND STORAGE**

### **Precautions for Safe Handling**

Additional Hazards When Processed: May be corrosive to metals. May release corrosive vapors.

**Precautions for Safe Handling:** Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Handle empty containers with care because they may still present a hazard. Do not get in eyes, on skin, or on clothing. Do not breathe vapors, mist, and spray.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures.

### Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations.

**Storage Conditions:** Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from extremely high or low temperatures and incompatible materials. Store in corrosive resistant container with a resistant inner liner. Store in original container or corrosive resistant and/or lined container.

Incompatible Materials: Non acid-proof metals (such as aluminum, copper and iron), bases, unalloyed steel, galvanized surfaces.

### Specific End Use(s)

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

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According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

#### SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

#### **Control Parameters**

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

#### **Exposure Controls**

Appropriate Engineering Controls: Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.

**Personal Protective Equipment:** Gloves. Protective clothing. Protective goggles. Face shield. Insufficient ventilation: wear respiratory protection.











Materials for Protective Clothing: Chemical resistant materials and fabrics.

Hand Protection: Wear protective gloves.

**Eye Protection:** Chemical safety goggles and face shield. **Skin and Body Protection:** Wear suitable protective clothing.

**Respiratory Protection:** If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

Other Information: When using, do not eat, drink or smoke.

#### SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

#### Information on Basic Physical and Chemical Properties

**Physical State** Liquid Clear **Appearance** Odor Odorless **Odor Threshold** Not available 1.4 - 2.6 Hq **Evaporation Rate** Not available **Melting Point** Not applicable -15.56 °C (3.99 °F) **Freezing Point Boiling Point** 101 °C (213.8 °F) **Flash Point** Not flammable Not available **Auto-ignition Temperature Decomposition Temperature** Not available Flammability (solid, gas) Not applicable Lower Flammable Limit Not available **Upper Flammable Limit** Not available Not available **Vapor Pressure** Relative Vapor Density at 20°C Not available

**Specific Gravity** : 1.30 – 1.35 **Solubility** : Water: Completely miscible in water

Partition Coefficient: N-Octanol/Water : Not available
Viscosity : Not available

#### **SECTION 10: STABILITY AND REACTIVITY**

**Relative Density** 

<u>Reactivity</u>: May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

Not available

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According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

<u>Possibility of Hazardous Reactions</u>: Hazardous polymerization will not occur.

Conditions to Avoid: Extremely high or low temperatures and incompatible materials.

Incompatible Materials: Non acid-proof metals (such as aluminum, copper and iron), bases, unalloyed steel, galvanized surfaces.

Hazardous Decomposition Products: None expected under normal conditions of use.

#### SECTION 11: TOXICOLOGICAL INFORMATION

#### Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified
Acute Toxicity (Dermal): Not classified
Acute Toxicity (Inhalation): Not classified

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: May causes skin irritation and eye damage.

pH: 1.4 - 2.6

Eye Damage/Irritation: Causes serious eye damage.

pH: 1.4 - 2.6

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

**Aspiration Hazard:** Not classified

Symptoms/Effects After Inhalation: May be corrosive to the respiratory tract.

Symptoms/Effects After Skin Contact: May cause skin irritation.

Symptoms/Effects After Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Symptoms/Effects After Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

#### Information on Toxicological Effects - Ingredient(s)

#### LD50 and LC50 Data:

Water (7732-18-5)	
LD50 Oral Rat	> 90000 mg/kg

#### SECTION 12: ECOLOGICAL INFORMATION

#### Toxicity

Ecology - General: Harmful to aquatic life.

Sulfuric acid, aluminum salt (3:2) (10043-01-3)		
LC50 Fish 1	100 mg/l (Exposure time: 96h – Species: Carassius auratus [static])	
EC50 Daphnia 1	12800 ug/l (Exposure time: 48h – Species: Crangonyx pseudogracilis)	
LD50 Fish 2	33.9 mg/l (Exposure time: 96h – Species: Pimephales promelas [flow-through])	

#### Persistence and Degradability

CISISCONCE and Degradability	
Liquid Alum	
Persistence and Degradability	Not established.

#### **Bioaccumulative Potential**

Diodecullidiative i occilitat	
Liquid Alum	
Bioaccumulative Potential	Not established.

#### **Mobility in Soil**

Not available

#### **Other Adverse Effects**

Other Information: Avoid release to the environment.

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According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

#### SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.

Additional Information: Container may remain hazardous when empty. Continue to observe all precautions.

**Ecology - Waste Materials:** Avoid release to the environment. This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

#### SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

TRANSPORTATION	DOT	TDG	IMDG	IATA	
CLASSIFICATION					
Identification Number	UN3264	UN3264	UN3264	UN3264	
Proper Shipping Name	ACIDIC, INORGANIC, N.O.S., (CONTAINS N.O.S., (CONTAINS		CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	
Transport Hazard Class(es)	8	8	8	8	
	23				
Packing Group	Itt	III	111	III	
<b>Environmental Hazards</b>	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant: N/A	
Emergency Response	ERG Number: 154	ERAP Index: Not applicable	EMS: F-A, S-B	ERG code (IATA): 8L	
Additional Information	Not applicable	Not applicable	Not applicable	Not applicable	

#### SECTION 15: REGULATORY INFORMATION

#### **US Federal Regulations**

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Sulfuric acid, aluminum salt	5000 lb	Not present	Not present	No
(3:2) (10043-01-3)				

#### SARA 311/312

Liquid Alum	
Immediate (acute) health hazard	

#### **US TSCA Flags**

Not present

#### **US State Regulations**

#### **California Proposition 65**

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity	
Sulfuric acid, aluminum salt	No	No	No	No	
(3:2) (10043-01-3)			.,		

#### **State Right-To-Know Lists**

Sulfuric acid, aluminum salt (3:2) (10043-01-3)	
U.S Massachusetts - Right To Know List - Yes	
U.S New Jersey - Right to Know Hazardous Substance List - Yes	

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According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

- U.S. Pennsylvania RTK (Right to Know) Environmental Hazard List Yes
- U.S. Pennsylvania RTK (Right to Know) Special Hazardous Substances No
- U.S. Pennsylvania RTK (Right to Know) List Yes

#### **Canadian Regulations**

#### Sulfuric acid, aluminum salt (3:2) (10043-01-3)

Listed on the Canadian DSL (Domestic Substances List)

Not listed on the Canadian NDSL (Non-Domestic Substances List)

#### International Inventories/Lists

Chemical Name (CAS No.)	Australia	Turkey	Korea	EU	EU	EU	EU	Mexico
	AICS	CICR	ECL	EINECS	ELINCS	SVHC	NLP	INSQ
Sulfuric acid, aluminium salt (3:2) (10043-01-3)	Yes	Yes	Yes	Yes	No	No	No	Yes
Chemical Name (CAS No.)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSCL	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Sulfuric acid, aluminium salt (3:2) (10043-01-3)	Yes	Yes	No	No	No	Yes	Yes	Yes

#### SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

**Revision Date** 

: 06/11/2019

**Revision Summary** 

Section	Change	Date Changed
1	Text update	06/11/2019
12	Text update	06/11/2019

Other Information

: This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

#### **GHS Full Text Phrases:**

Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3	
Eye Dam. 1	Serious eye damage/eye irritation Category 1	
Met. Corr. 1	Corrosive to metals Category 1	
Skin Corr. 1A	Skin corrosion/irritation Category 1A	
H290	May be corrosive to metals	
H318	Causes serious eye damage	
H402	Harmful to aquatic life	

#### **NFPA 704**

NFPA Health Hazard : 2 NFPA Fire Hazard : 0 NFPA Reactivity Hazard : 1

**HMIS Rating** 

Health : 2 Flammability : 0 Physical : 1

PPE See Section 8

#### **Abbreviations and Acronyms**

AICS - Australian Inventory of Chemical Substances

ACGIH - American Conference of Governmental Industrial Hygienists

AIHA - American Industrial Hygiene Association

ATE - Acute Toxicity Estimate BCF - Bioconcentration factor

BEI - Biological Exposure Indices (BEI)

CAS No. - Chemical Abstracts Service number

CERCLA RQ - Comprehensive Environmental Response, Compensation, and

LC50 - Median Lethal Concentration

LD50 - Median Lethal Dose

LOAEL - Lowest Observed Adverse Effect Level LOEC - Lowest-observed-effect Concentration Log Pow - Octanol/water Partition Coefficient

NFPA 704 – National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response NIOSH - National Institute for Occupational Safety and Health

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#### Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Liability Act - Reportable Quantity

CICR - Turkish Inventory and Control of Chemicals

DOT - 49 CFR - US Department of Transportation - Code of Federal

Regulations Title 49 – Transportation. EC50 - Median effective concentration ECL - Korea Existing Chemicals List

EINECS - European Inventory of Existing Commercial Chemical Substances

ELINCS - European List of Notified Chemical Substances EmS - IMDG Emergency Schedule Fire & Spillage

ENCS - Japanese Existing and New Chemical Substances Inventory

EPA - Environmental Protection Agency

EPCRA 304 RQ — EPCRA 304 Extremely Hazardous Substance Emergency Planning and Community Right-to-Know-Act — Reportable Quantity ERAP Index — Emergency Response Assistance Plan Quantity Limit

ErC50 - EC50 in Terms of Reduction Growth Rate

ERG code (IATA) - Emergency Response Drill Code as found in the International

Civil Aviation Organization (ICAO)

ERG No. - Emergency Response Guide Number HCCL - Hazard Communication Carcinogen List HMIS – Hazardous Materials Information System IARC - International Agency for Research on Cancer

IATA - International Air Transport Association - Dangerous Goods Regulations

IDLH - Immediately Dangerous to Life or Health

IECSC - Inventory of Existing Chemical Substances Produced or Imported in

China

IMDG - International Maritime Dangerous Goods Code INSQ - Mexican National Inventory of Chemical Substances

ISHL - Japan Industrial Safety and Health Law

NLP - Europe No Longer Polymers List

NOAEL - No-Observed Adverse Effect Level NOEC - No-Observed Effect Concentration

NZIOC - New Zealand Inventory of Chemicals

**OEL - Occupational Exposure Limits** 

OSHA - Occupational Safety and Health Administration

PEL - Permissible Exposure Limits

PICCS - Philippine Inventory of Chemicals and Chemical Substances PDSCL - Japan Poisonous and Deleterious Substances Control Law

PPE - Personal Protective Equipment

PRTR - Japan Pollutant Release and Transfer Register

REL - Recommended Exposure Limit

SADT - Self Accelerating Decomposition Temperature SARA - Superfund Amendments and Reauthorization Act

SARA 302 - Section 302, 40 CFR Part 355

SARA 311/312 - Sections 311 and 312, 40 CFR Part 370 Hazard Categories

SARA 313 - Section 313, 40 CFR Part 372 SRCL - Specifically Regulated Carcinogen List

STEL - Short Term Exposure Limit

SVHC – European Candidate List of Substance of Very High Concern TDG – Transport Canada Transport of Dangerous Goods Regulations

TLM - Median Tolerance Limit TLV - Threshold Limit Value

TPQ - Threshold Planning Quantity

TSCA - United StatesToxic Substances Control Act

TWA - Time Weighted Average

WEEL - Workplace Environmental Exposure Levels

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.



Chemtrade NA GHS SDS 2015

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The Public Health and Safety Organization

## **NSF Product and Service Listings**

These NSF Official Listings are current as of **Tuesday**, **August 10**, **2021** 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=chemtrade&TradeName=alum&PlantState=Texas+TX&

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

## Chemtrade Solutions LLC (formerly General Chemical LLC)

1421 Willis Avenue
Syracuse, NY 13204
United States
315-478-2323
Visit this company's website
(http://www.chemtradelogistics.com/main/)

Facility: Odem, TX

#### Aluminum Sulfate[AL]

Trade Designation	Product Function	Max Use
Alum	Coagulation & Flocculation	400mg/L
Aluminum Sulfate	Coagulation & Flocculation	400mg/L
Liquid Alum	Coagulation & Flocculation	400mg/L
Liquid Alum Acidized 0.5-10.0%	Coagulation & Flocculation	400mg/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.
- [CP] The finished drinking water shall be monitored to ensure that levels of copper do

not exceed 1.3 mg/L.

[PO] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.

Number of matching Manufacturers is 1 Number of matching Products is 4 Processing time was 0 seconds



Water Treatment Group

90 East Halsey Road Parsippany, NJ 07054 Tel: 1-800-441-2653 Fax: (973) 515-4461 www.chemtradelogistics.com

#### PRODUCT CERTIFICATION

Chemtrade Chemicals certifies that all grades of Aluminum Sulfate as produced by our manufacturing locations will meet National Sanitation Foundation Standard 60 and ANSI/AWWA B 403-16 standard in every respect.

Safety Data Sheet, NSF Certification and related technical information is attached for review.

Elizabeth Ryno

Marketing Specialist



# Liquid Alum PRODUCT DATA SHEET

#### **CHARACTERISTICS**

Liquid Alum is a clear, light green, slight yellow, brown, amber or orange-like tinted solution. It is a cationic inorganic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI/CAN Standard 60: Drinking Water Chemicals - Health Effects; Certified

#### TYPICAL PROPERTIES

Formula:

Aqueous solution of aluminum sulfate

C.A.S.

10043-01-3 (Aluminum sulfate)

pH (neat) Specific Gravity @ 21°C (70°F) Freezing Point 1.4 - 2.6 1.30 - 1.35 -16°C (4°F) 10.8 - 11.3

Density, lbs./gal., US Aluminum as Al, % Aluminum as Al<sub>2</sub>O<sub>3</sub>, %

4.2 - 4.5 8.0 - 8.4 46 - 49

Aluminum as Al<sub>2</sub>(SO<sub>4</sub>)<sub>3</sub>•14H<sub>2</sub>O (Dry Alum), %

#### PRODUCT USES

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Fixing rosin sizes on paper fibers. Paper machine drainage and retention aid. Paper machine pitch control.

#### SHIPPING CONTAINERS

Bulk transport

Bulk car

275 US gal. one-way container

55 US gal. plastic drum

#### SHIPPING REGULATIONS (US DOT / TDG)

Proper Shipping Name: Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)

Hazard Class: 8

ID Number: UN3264

Packing Group: III

The US EPA reportable quantity (RQ) for aluminum sulfate is 5,000 lbs.

#### PRODUCT SAFETY INFORMATION

Causes serious eye damage. Do not breathe vapors, mist or spray. Wash hands, forearms, and other exposed areas thoroughly after handling. Wear protective gloves, protective clothing, and eye protection. Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets** (SDS) for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24-hour **Emergency Number: USA and Canada (CHEMTREC)** 800-424-9300. For additional information contact:

Syracuse Technical Center 315-478-2323 or 800-255-7589

Water Treatment Chemicals Customer Service 844-204-9675

CHE-5001P-1

Revision Date: April 10, 2020

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Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Revision Date: 06/11/2019

Date of Issue: 05/01/2015

Version: 9.0

#### **SECTION 1: IDENTIFICATION**

**Product Identifier** Product Form: Mixture Product Name: Liquid Alum intended Use of the Product

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC. 155 Gordon Baker Road

Suite 300

Toronto, Ontario M2H 3N5 For SDS Info: (416) 496-5856 www.chemtradelogistics.com **Emergency Telephone Number** 

**Emergency Number** 

Canada / US: CHEMTREC +1-800-424-9300 INTERNATIONAL: +1-703-741-5970 Chemtrade Emergency Contact: (866) 416-4404

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC - Day or Night

#### SECTION 2: HAZARDS IDENTIFICATION

#### Classification of the Substance or Mixture

**GHS Classification** 

Met. Corr. 1

H290

Eve Dam. 1

H318

Aquatic Acute 3

H402

Full text of hazard classes and H-statements: see section 16

**Label Elements** 

**GHS Labeling** 

**Hazard Pictograms** 

Signal Word

: Danger

**Hazard Statements** 

: H290 - May be corrosive to metals.

H318 - Causes serious eye damage. H402 - Harmful to aquatic life.

**Precautionary Statements** 

: P234 - Keep only in original container.

P260 - Do not breathe vapors, mist, or spray.

P264 - Wash hands, forearms, and other exposed areas thoroughly after handling.

P273 - Avoid release to the environment.

P280 - Wear protective gloves, protective clothing, and eye protection. 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.

P304+P340 - IF INHALED: Remove person to fresh air and keep comfortable for

breathing.

P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove

contact lenses, if present and easy to do. Continue rinsing. P310 - Immediately call a POISON CENTER or doctor.

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P321 - Specific treatment (see section 4 on this SDS).

P363 - Wash contaminated clothing before reuse.

P390 - Absorb spillage to prevent material damage.

P405 - Store locked up.

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

P501 - Dispose of contents/container in accordance with local, regional, national,

provincial, territorial and international regulations.

#### **Other Hazards**

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

#### Unknown acute toxicity

No data available

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

#### **Mixture**

Name	Product Identifier	%*	GHS Ingredient Classification	
Water	(CAS No) 7732-18-5	30 - 55	Not classified	
Sulfuric acid, aluminum salt (3:2)**	(CAS No) 10043-01-3	45 - 70 <sup>+</sup>	Met. Corr. 1, H290	
			Eye Dam. 1, H318	
			Aquatic Acute 3, H402	

Full text of H-phrases: see section 16

#### **SECTION 4: FIRST AID MEASURES**

#### **Description of First-aid Measures**

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

**Inhalation:** Remove to fresh air and keep at rest in a position comfortable for breathing. Immediately call a POISON CENTER or doctor/physician.

**Skin Contact:** Remove contaminated clothing. Immediately flush skin with plenty of water for at least 30 minutes. Wash contaminated clothing before reuse. Immediately call a POISON CENTER or doctor.

**Eye Contact:** Rinse cautiously with water for at least 30 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get immediate medical advice/attention.

Ingestion: Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention.

#### Most Important Symptoms and Effects Both Acute and Delayed

**General:** May cause skin irritation and eye damage. **Inhalation:** May be corrosive to the respiratory tract.

Skin Contact: May cause irritation.

Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

Chronic Symptoms: None expected under normal conditions of use.

#### Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

#### SECTION 5: FIRE-FIGHTING MEASURES

#### **Extinguishing Media**

Suitable Extinguishing Media: Water spray, dry chemical, foam, carbon dioxide.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

#### Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not considered flammable but may burn at high temperatures.

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<sup>\*\*</sup>As Al<sub>2</sub>(SO<sub>4</sub>)<sub>3</sub>•14H<sub>2</sub>O (Dry Aluminum Sulfate).

<sup>\*</sup>Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

<sup>&#</sup>x27;The actual concentration of the ingredient(s) is withheld as a trade secret in accordance with the Hazardous Products Regulations (HPR) SOR/2015-17 and 29 CFR 1910.1200.

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Explosion Hazard: Contact with metallic substances may release flammable hydrogen gas.

**Reactivity:** May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

#### **Advice for Firefighters**

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: Can liberate toxic and corrosive fumes of SO<sub>2</sub> and SO<sub>3</sub> under extreme conditions when boiled to dryness or heated above 600 °C (1112 °F).

Other Information: Do not allow run-off from fire fighting to enter drains or water courses.

#### **Reference to Other Sections**

Refer to Section 9 for flammability properties.

#### SECTION 6: ACCIDENTAL RELEASE MEASURES

#### Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Do not get in eyes, on skin, or on clothing. Do not breathe vapor, mist or spray.

#### For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).

**Emergency Procedures:** Evacuate unnecessary personnel.

#### For Emergency Personnel

**Protective Equipment:** Equip cleanup crew with proper protection.

**Emergency Procedures:** Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit. Ventilate area.

#### **Environmental Precautions**

Prevent entry to sewers and public waters. Avoid release to the environment.

#### Methods and Materials for Containment and Cleaning Up

**For Containment:** Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams. As an immediate precautionary measure, isolate spill or leak area in all directions.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill. Absorb spillage to prevent material damage. Cautiously neutralize spilled liquid.

#### **Reference to Other Sections**

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

#### SECTION 7: HANDLING AND STORAGE

#### **Precautions for Safe Handling**

Additional Hazards When Processed: May be corrosive to metals. May release corrosive vapors.

**Precautions for Safe Handling:** Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Handle empty containers with care because they may still present a hazard. Do not get in eyes, on skin, or on clothing. Do not breathe vapors, mist, and spray.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures.

#### Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations.

**Storage Conditions:** Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from extremely high or low temperatures and incompatible materials. Store in corrosive resistant container with a resistant inner liner. Store in original container or corrosive resistant and/or lined container.

Incompatible Materials: Non acid-proof metals (such as aluminum, copper and iron), bases, unalloyed steel, galvanized surfaces.

#### Specific End Use(s)

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

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#### SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

#### **Control Parameters**

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

#### **Exposure Controls**

**Appropriate Engineering Controls:** Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.

**Personal Protective Equipment:** Gloves. Protective clothing. Protective goggles. Face shield. Insufficient ventilation: wear respiratory protection.











Materials for Protective Clothing: Chemical resistant materials and fabrics.

Hand Protection: Wear protective gloves.

**Eye Protection:** Chemical safety goggles and face shield. **Skin and Body Protection:** Wear suitable protective clothing.

**Respiratory Protection:** If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

Other Information: When using, do not eat, drink or smoke.

#### SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

#### Information on Basic Physical and Chemical Properties

**Physical State** Liquid **Appearance** Clear Odor **Odorless Odor Threshold** Not available рΗ 1.4 - 2.6 **Evaporation Rate** Not available **Melting Point** Not applicable **Freezing Point** -15.56 °C (3.99 °F) **Boiling Point** 101 °C (213.8 °F) Flash Point Not flammable **Auto-ignition Temperature** Not available **Decomposition Temperature** Not available Flammability (solid, gas) Not applicable Lower Flammable Limit Not available **Upper Flammable Limit** Not available Vapor Pressure Not available Relative Vapor Density at 20°C Not available

Solubility : Water: Completely miscible in water

Partition Coefficient: N-Octanol/Water : Not available Viscosity : Not available

#### SECTION 10: STABILITY AND REACTIVITY

**Relative Density** 

Specific Gravity

**Reactivity:** May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

Not available

1.30 - 1.35

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Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Extremely high or low temperatures and incompatible materials.

Incompatible Materials: Non acid-proof metals (such as aluminum, copper and iron), bases, unalloyed steel, galvanized surfaces.

Hazardous Decomposition Products: None expected under normal conditions of use.

#### **SECTION 11: TOXICOLOGICAL INFORMATION**

#### Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified
Acute Toxicity (Dermal): Not classified
Acute Toxicity (Inhalation): Not classified

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: May causes skin irritation and eye damage.

pH: 1.4 - 2.6

Eye Damage/Irritation: Causes serious eye damage.

pH: 1.4 - 2.6

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Effects After Inhalation: May be corrosive to the respiratory tract.

Symptoms/Effects After Skin Contact: May cause skin irritation.

Symptoms/Effects After Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Symptoms/Effects After Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

#### Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Water (7732-18-5)	
LD50 Oral Rat	> 90000 mg/kg

#### SECTION 12: ECOLOGICAL INFORMATION

#### **Toxicity**

Ecology - General: Harmful to aquatic life.

Sulfuric acid, aluminum salt (3:	2) (10043-01-3)
LC50 Fish 1	100 mg/l (Exposure time: 96h – Species: Carassius auratus [static])
EC50 Daphnia 1	12800 ug/l (Exposure time: 48h – Species: Crangonyx pseudogracilis)
LD50 Fish 2	33.9 mg/l (Exposure time: 96h – Species: Pimephales promelas [flow-through])

#### Persistence and Degradability

Liquid Alum		
Persistence and Degradability	Not established.	

#### **Bioaccumulative Potential**

Liquid Alum	
Bioaccumulative Potential	Not established.

#### **Mobility in Soil**

Not available

#### **Other Adverse Effects**

Other Information: Avoid release to the environment.

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#### **SECTION 13: DISPOSAL CONSIDERATIONS**

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.

Additional Information: Container may remain hazardous when empty. Continue to observe all precautions.

**Ecology - Waste Materials:** Avoid release to the environment. This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

#### **SECTION 14: TRANSPORT INFORMATION**

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

TRANSPORTATION	DOT	TDG	IMDG	IATA	
CLASSIFICATION					
<b>Identification Number</b>	UN3264	UN3264	UN3264	UN3264	
Proper Shipping Name  CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)		CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID ACIDIC, INORGANI N.O.S., (CONTAINS ALUMINUM SULFATE)	
Transport Hazard Class(es)	8	8	8	8	
Packing Group	111	Ш	[1]	HI	
Environmental Hazards	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant: N/A	
Emergency Response	ERG Number: 154	ERAP Index: Not applicable	EMS: F-A, S-B	ERG code (IATA): 8L	
Additional Information	Not applicable	Not applicable	Not applicable	Not applicable	

## SECTION 15: REGULATORY INFORMATION

#### **US Federal Regulations**

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	5000 lb	Not present	Not present	No

#### SARA 311/312

Liquid Alum	1		
Immediate	(acute)	health	hazaro

#### **US TSCA Flags**

Not present

#### **US State Regulations**

#### California Proposition 65

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	No	No	No	No

#### State Right-To-Know Lists

Sulfuric acid.	aluminum salt	(3.2) (10043.	.01.31

- U.S. Massachusetts Right To Know List Yes
- U.S. New Jersey Right to Know Hazardous Substance List Yes

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- U.S. Pennsylvania RTK (Right to Know) Environmental Hazard List Yes
- U.S. Pennsylvania RTK (Right to Know) Special Hazardous Substances No
- U.S. Pennsylvania RTK (Right to Know) List Yes

#### **Canadian Regulations**

#### Sulfuric acid, aluminum salt (3:2) (10043-01-3)

Listed on the Canadian DSL (Domestic Substances List)

Not listed on the Canadian NDSL (Non-Domestic Substances List)

#### International Inventories/Lists

Chemical Name (CAS No.)	Australia AICS	Turkey CICR	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EU NLP	Mexico INSQ
Sulfuric acid, aluminium salt (3:2) (10043-01-3)	Yes	Yes	Yes	Yes	No	No	No	Yes
Chemical Name (CAS No.)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSCL	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Sulfuric acid, aluminium salt (3:2) (10043-01-3)	Yes	Yes	No	No	No	Yes	Yes	Yes

## SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

**Revision Date** 

: 06/11/2019

#### **Revision Summary**

Section	Change	Date Changed
1	Text update	06/11/2019
12	Text update	06/11/2019

Other Information

: This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

#### **GHS Full Text Phrases:**

Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3	
Eye Dam. 1	Serious eye damage/eye irritation Category 1	
Met. Corr. 1	Corrosive to metals Category 1	
Skin Corr. 1A	Skin corrosion/irritation Category 1A	
H290	May be corrosive to metals	
H318	Causes serious eye damage	
H402	Harmful to aquatic life	

#### **NFPA 704**

NFPA Health Hazard : 2 NFPA Fire Hazard : 0 NFPA Reactivity Hazard : 1

**HMIS Rating** 

Health : 2
Flammability : 0
Physical : 1

PPE See Section 8

#### Abbreviations and Acronyms

AICS - Australian Inventory of Chemical Substances

ACGIH – American Conference of Governmental Industrial Hygienists

AIHA – American Industrial Hygiene Association ATE - Acute Toxicity Estimate

BCF - Bioconcentration factor BEI - Biological Exposure Indices (BEI)

CAS No. - Chemical Abstracts Service number

CERCLA RQ - Comprehensive Environmental Response, Compensation, and

LC50 - Median Lethal Concentration

LD50 - Median Lethal Dose

LOAEL - Lowest Observed Adverse Effect Level LOEC - Lowest-observed-effect Concentration Log Pow - Octanol/water Partition Coefficient

NFPA 704 – National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response

NIOSH - National Institute for Occupational Safety and Health

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Liability Act - Reportable Quantity

CICR - Turkish Inventory and Control of Chemicals

DOT – 49 CFR – US Department of Transportation – Code of Federal

Regulations Title 49 – Transportation. EC50 - Median effective concentration

ECL - Korea Existing Chemicals List

EINECS - European Inventory of Existing Commercial Chemical Substances

ELINCS - European List of Notified Chemical Substances

EmS - IMDG Emergency Schedule Fire & Spillage

ENCS - Japanese Existing and New Chemical Substances Inventory

EPA - Environmental Protection Agency

EPCRA 304 RQ – EPCRA 304 Extremely Hazardous Substance Emergency Planning and Community Right-to-Know-Act – Reportable Quantity ERAP Index – Emergency Response Assistance Plan Quantity Limit

ErC50 - EC50 in Terms of Reduction Growth Rate

ERG code (IATA) - Emergency Response Drill Code as found in the International

Civil Aviation Organization (ICAO)

ERG No. - Emergency Response Guide Number

**HCCL** - Hazard Communication Carcinogen List

HMIS - Hazardous Materials Information System

IARC - International Agency for Research on Cancer

IATA - International Air Transport Association - Dangerous Goods Regulations

IDLH - Immediately Dangerous to Life or Health

IECSC - Inventory of Existing Chemical Substances Produced or Imported in

China

IMDG - International Maritime Dangerous Goods Code

INSQ - Mexican National Inventory of Chemical Substances

ISHL - Japan Industrial Safety and Health Law

NLP - Europe No Longer Polymers List

NOAEL - No-Observed Adverse Effect Level

NOEC - No-Observed Effect Concentration

NZIOC - New Zealand Inventory of Chemicals

OEL - Occupational Exposure Limits

OSHA - Occupational Safety and Health Administration

PEL - Permissible Exposure Limits

PICCS - Philippine Inventory of Chemicals and Chemical Substances

PDSCL - Japan Poisonous and Deleterious Substances Control Law

PPE - Personal Protective Equipment

PRTR - Japan Pollutant Release and Transfer Register

REL - Recommended Exposure Limit

SADT - Self Accelerating Decomposition Temperature SARA - Superfund Amendments and Reauthorization Act

SARA 302 - Section 302, 40 CFR Part 355

SARA 311/312 - Sections 311 and 312, 40 CFR Part 370 Hazard Categories

SARA 313 - Section 313, 40 CFR Part 372

SRCL - Specifically Regulated Carcinogen List

STEL - Short Term Exposure Limit

SVHC - European Candidate List of Substance of Very High Concern

TDG - Transport Canada Transport of Dangerous Goods Regulations

TLM - Median Tolerance Limit

TLV - Threshold Limit Value

TPQ - Threshold Planning Quantity

TSCA - United StatesToxic Substances Control Act

TWA - Time Weighted Average

WEEL - Workplace Environmental Exposure Levels

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.





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The Public Health and Safety Organization

## **NSF Product and Service Listings**

These NSF Official Listings are current as of **Tuesday**, **August 10**, **2021** 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=chemtrade&TradeName=alum&PlantState=Texas+TX&

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

# Chemtrade Solutions LLC (formerly General Chemical LLC)

1421 Willis Avenue
Syracuse, NY 13204
United States
315-478-2323
Visit this company's website
(http://www.chemtradelogistics.com/main/)

Facility: Odem, TX

#### Aluminum Sulfate[AL]

Trade Designation	Product Function	Max Use
Alum	Coagulation & Flocculation	400mg/L
Aluminum Sulfate	Coagulation & Flocculation	400mg/L
Liquid Alum	Coagulation & Flocculation	400mg/L
Liquid Alum Acidized 0.5-10.0%	Coagulation & Flocculation	400mg/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.
- [CP] The finished drinking water shall be monitored to ensure that levels of copper do

not exceed 1.3 mg/L.

[PO] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.

Number of matching Manufacturers is 1 Number of matching Products is 4 Processing time was o seconds