



# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

July 1, 2025

To: Terrence D. McCracken, Secretary to the Authority

From: Daniel J. Seider, PE, Director of Production *DJS*

Subject: Furnish and Deliver Fluorosilicic Acid  
to the Erie County Water Authority for Use in the Treatment of Water  
For One Year, from August 1, 2025, through July 31, 2026  
ECWA Project No. 202500076

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On Thursday, June 12, 2025, the Authority received three (3) bids for the above-referenced contract. The bids were reviewed and a mathematical check has been performed. During the review, it was determined that the bid by PVS Nolwood Chemicals, Inc. contained a mathematical error, which did not change their ranking as the highest bidder. The lowest responsive and responsible bidder is Univar Solutions USA, LLC (Univar).

The bid consists of Base Bid items for the high purity fluorosilicic acid and Alternate Bid items for fluorosilicic acid with less strict purity requirements. The contract is being awarded on the basis of Base Bid only.

Univar provided the necessary documentation regarding purity of their product. They have a good understanding of the scope of the contract and have been a reliable and competent vendor of various chemicals for the Authority since 2013.

Since Univar has provided adequate proof of insurance that has been approved by the Authority's Claims Representative/Risk Manager, the Engineering Department therefore recommends the award of the above-referenced contract to Univar Solutions USA, LLC. in the amount of \$175,000.00 for the Board's consideration and, if approved, for the Chairman to execute.

**Budget Information (Budget Year: 2025):**

- Unit 1010 – 2025 O&M Budget Item 13 - Chemicals
- Unit 1015 – 2025 O&M Budget Item 13 - Chemicals

The Authority budget will include funding allocations for subsequent years.

Attached please find the following documents:

1. ECWA Authorization Form.
2. ECWA Recommendation for Award of Contract form.
3. Bid Tabulation.
4. Three copies of contract documents for execution by ECWA Chairman.

DJS:jmf

Attachments

cc: C.Klubek

L.Lester

CHEM-298-2501-X-12

**ERIE COUNTY WATER AUTHORITY  
AUTHORIZATION FORM  
For Approval/Execution of Board Meeting Documents**

**Document Name:** \_\_\_\_\_ **Project No.:** \_\_\_\_\_

**Description:** \_\_\_\_\_

**Item Description:**

Choose one:

Other: \_\_\_\_\_

**Action Requested:**

Choose one:

Other: \_\_\_\_\_

**Approvals Required:**

**APPROVED AS TO CONTENT:**

Chief Financial Officer



Date: 07/09/2025

Chief Operating Officer



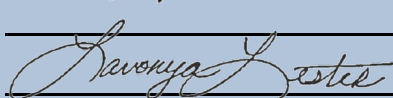
Date: 07/09/2025

Claims Rep. – Risk Manager



Date: 7/9/2025

Comptroller



Date: \_\_\_\_\_

Director of Administration

Date: 07/09/2025

Director of Distribution

Date: \_\_\_\_\_

Director of Human Resources

Date: \_\_\_\_\_

Director of IT

Date: \_\_\_\_\_

Director of Production



Date: 7/9/2025

Director of Water Quality

Date: \_\_\_\_\_

Executive Engineer



Date: 7/10/2025

General Counsel (Legal)



Date: 7/9/2025

Other: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED FOR BOARD RESOLUTION:**

Secretary to the Authority



Date: 7/14/2025

**Remarks:** \_\_\_\_\_

**Resolution Date:** \_\_\_\_\_ **Item No:** \_\_\_\_\_

**ERIE COUNTY WATER AUTHORITY  
RECOMMENDATION FOR AWARD OF CONTRACT**

Contract: \_\_\_\_\_ Project No.: 202500076  
Project Description: Furnish and Deliver Fluorosilicic Acid to the ECWA for Use in the Treatment of  
Water for One Year from August 1, 2025 through July 31, 2026.

**CONTRACT AWARD**

Contractor/Supplier: Univar Solutions USA, LLC  
Award Amount: \$175,000.00

**BID SUMMARY:**

Bidder	Total Bid Amount
<u>Univar Solutions USA, LLC</u>	<u>\$175,000.00</u>
<u>Alexander Chemical Corporation</u>	<u>\$248,220.00</u>
<u>PVS Nolwood Chemicals, Inc.</u>	<u>*** \$364,000.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>
_____	<u>***Corrected amount</u>

Attachments: ☒ Bid Tabulation ☐ Consultant's Recommendation

**APPROVALS (Select applicable)**

**WMBE APPROVAL**

☐ No Waiver  
☐ Full Waiver  
☐ Partial Waiver  
☐ EEO Compliance Officer \_\_\_\_\_ Date \_\_\_\_\_

**INSURANCE APPROVAL**

☒ Claims Rep/Risk Manager Molly Op Musana Date 7/1/2025

**NYS CERTIFIED APPRENTICESHIP PROGRAM APPROVAL**

☐ Coordinator of Employee Relations \_\_\_\_\_ Date \_\_\_\_\_

Remarks: Unit price contract.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Title:	FURNISH AND DELIVER FLUOROSILICIC ACID TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER FOR ONE YEAR FROM AUGUST 1, 2025 THROUGH JULY 31, 2026		
ECWA Project:	202500076		Bid opening Date: 6/12/2025 Time: 10:00 AM
Advertised Source	Date		
CONSTRUCTION EXCHANGE	5/20/2025		
NYS CONTRACT REPORTER	5/20/2025		

<b>PVS Nolwood Chemicals, Inc.</b>				
<b>Bid Items - Base</b>	<b>Quantity (liquid tons)</b>	<b>Description</b>	<b>Unit Price Bid</b>	<b>Totals</b>
1	255	Fluorosilicic Acid for STP WTP	\$1,040.00	\$265,200.00
2	95	Fluorosilicic Acid for VDW WTP	\$1,040.00	\$98,800.00
			<b>Total:</b>	<b>\$364,000.00</b>
<b>Bid Items - Alternate</b>	<b>Quantity (liquid tons)</b>	<b>Description</b>	<b>Unit Price Bid</b>	<b>Totals</b>
1	255	Fluorosilicic Acid for STP WTP	No Bid	-
2	95	Fluorosilicic Acid for VDW WTP	No Bid	-
			<b>Total:</b>	<b>No Bid</b>

Calculation Error. Extended Price is \$364,000 using the provided unit price. Extended price written on the bid forms was \$332,800

<b>Alexander Chemical</b>				
<b>Bid Items - Base</b>	<b>Quantity (liquid tons)</b>	<b>Description</b>	<b>Unit Price Bid</b>	<b>Totals</b>
1	255	Fluorosilicic Acid for STP WTP	\$709.20	\$180,846.00
2	95	Fluorosilicic Acid for VDW WTP	\$709.20	\$67,374.00
			<b>Total:</b>	<b>\$248,220.00</b>
<b>Bid Items - Alternate</b>	<b>Quantity (liquid tons)</b>	<b>Description</b>	<b>Unit Price Bid</b>	<b>Totals</b>
1	255	Fluorosilicic Acid for STP WTP	\$698.00	\$177,990.00
2	95	Fluorosilicic Acid for VDW WTP	\$698.00	\$66,310.00
			<b>Total:</b>	<b>\$244,300.00</b>

<b>Univar Solutions USA, LLC.</b>				
<b>← APPARENT RESPONSIVE/RESPONSIBLE LOW BIDDER</b>				
<b>Bid Items - Base</b>	<b>Quantity (liquid tons)</b>	<b>Description</b>	<b>Unit Price Bid</b>	<b>Totals</b>
1	255	Fluorosilicic Acid for STP WTP	\$500.00	\$127,500.00
2	95	Fluorosilicic Acid for VDW WTP	\$500.00	\$47,500.00
			<b>Total:</b>	<b>\$175,000.00</b>
<b>Bid Items - Alternate</b>	<b>Quantity (liquid tons)</b>	<b>Description</b>	<b>Unit Price Bid</b>	<b>Totals</b>
1	255	Fluorosilicic Acid for STP WTP	\$500.00	\$127,500.00
2	95	Fluorosilicic Acid for VDW WTP	\$500.00	\$47,500.00
			<b>Total:</b>	<b>\$175,000.00</b>

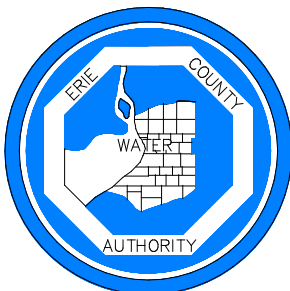
Set No:

**Project Manual – Short Form**

**FURNISH AND DELIVER  
FLUOROSILICIC ACID  
TO THE ERIE COUNTY WATER AUTHORITY  
FOR USE IN THE TREATMENT OF WATER  
FOR ONE YEAR  
FROM AUGUST 1, 2025 THROUGH JULY 31, 2026**

**Project No. 202500076**

**Erie County Water Authority  
3030 Union Road  
Cheektowaga, New York 14227**



ERIE COUNTY WATER AUTHORITY  
BUFFALO, NEW YORK

FURNISH AND DELIVER FLUOROSILICIC ACID TO  
THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER  
FOR ONE YEAR FROM AUGUST 1, 2025 THROUGH JULY 31, 2026  
PROJECT No: 202500076

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ERIE COUNTY WATER AUTHORITY  
3030 UNION ROAD  
CHEEKTOWAGA, NEW YORK 14227

FURNISH AND DELIVER FLUOROSILICIC ACID TO  
THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER  
FOR ONE YEAR FROM AUGUST 1, 2025, THROUGH JULY 31, 2026  
PROJECT No: 202500076

NOTICE TO BIDDERS

The Erie County Water Authority will receive separate, sealed bids to FURNISH AND DELIVER FLUOROSILICIC ACID TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER FOR ONE YEAR FROM AUGUST 1, 2025, THROUGH JULY 31, 2026.

Bids must be received by the Erie County Water Authority no later than 10:00 a.m. Eastern Prevailing Time, on Thursday, June 12, 2025 at the Service Center Front Desk, Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227.

When permitted, members of the public may be present to observe the bid opening. All attendees must bring a government-issued photo identification (driver's license preferred) and check-in with the ECWA receptionist before being allowed entry to the bid opening.

Whenever the Erie County Water Authority is operating under a Declaration of Emergency due to a pandemic or other general state of emergencies, members of the public may be precluded from being present at such bid opening.

**ANYONE ENTERING THE SERVICE CENTER OR OTHER AUTHORITY FACILITIES IS SUBJECT TO SUCH RESTRICTIONS OR LIMITATIONS IN PLACE AT THE TIME OF ENTRY.**

All bids being mailed (including FedEx, UPS, Priority Mail, etc.) or delivered shall be directed to the "SERVICE CENTER FRONT DESK" at the address listed above in a sealed envelope and be clearly marked on the outside of the mailing or hand-delivered envelope "BID ENCLOSED-FURNISH AND DELIVER FLUOROSILICIC ACID TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER FOR ONE YEAR FROM AUGUST 1, 2025, THROUGH JULY 31, 2026 (PN 202500076)".

Beginning at 9:00 a.m. Eastern Prevailing Time, on Tuesday May 20, 2025, Project Manuals and accompanying drawings, if applicable, may be obtained in person at the Service Center Front Desk at the above address. If obtaining documents in person, government-issued photo identification is required to enter the building and a business card for bidder's contact person is requested. Documents may also be obtained by writing the Service Center Front Desk at the above address or calling 716-684-1510, between the hours of 9:00 a.m. and 4:00 p.m. Contract Documents will be mailed to prospective bidders wishing to obtain a set upon receipt of prospective bidder's charge number for UPS or FedEx. The mailing date will be considered the bidder's date of receipt. Partial sets of documents will not be available.

Each bid shall be accompanied by a certified check or bid bond in the amount of five percent (5%) of the amount of the bid.

In accordance with State Finance Law §§139-j and 139-k, all questions about meaning or intent of the bidding documents shall be submitted to the designated contact person in writing. The designated contact is Daniel J. Seider, PE, Director of Production, Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227, telephone: 716-685-8323, email: dseider@ecwa.org.

The Erie County Water Authority reserves the right to reject any and all bids or to accept any bid deemed to be for the best interest of the Water Authority even though the proposal chosen may result in the award of the contract to a bidder whose bid is not mathematically lowest.

The final contract will be executed in the format set forth in the proposed Contract Documents located in this Project Manual. The Contract will be for a one-year term, with the potential for two additional one-year extensions. It is anticipated that the term of the original contract will be from August 1, 2025, through July 31, 2026, subject to the approval of Authority's Board of Commissioners.

ERIE COUNTY WATER AUTHORITY

A handwritten signature in black ink, appearing to read 'T. D. McCracken', with a long horizontal flourish extending to the right.

TERRENCE D. McCracken  
Secretary to the Authority

ERIE COUNTY WATER AUTHORITY  
BUFFALO, NEW YORK

FURNISH AND DELIVER FLUOROSILICIC ACID TO  
THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER  
FOR ONE YEAR FROM AUGUST 1, 2025, THROUGH JULY 31, 2026  
PROJECT No: 202500076

SECTION 00200SF

INSTRUCTIONS TO BIDDERS

1. BID SHALL BE SUBMITTED ON THESE ERIE COUNTY WATER AUTHORITY (the "Authority") BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received at the Authority after the date and time prescribed will not be considered for contract award.
3. ADDENDA.
  - a. All questions about the meaning or intent of the Bidding Documents shall be submitted to the AUTHORITY in writing. In order to receive consideration, questions must be received by the AUTHORITY at least ten (10) days prior to the date for the opening of Bids. Interpretations, clarifications, and/or supplemental instructions considered necessary by the AUTHORITY in response to such questions will be issued by Addenda to all parties recorded by the AUTHORITY as having received the Bidding Documents. Such Addenda will be issued: (1) by mail, either Registered or Certified, with return receipt requested, (2) by email, or (3) through an online bid distribution platform. Such Addenda will be issued for receipt not later than three (3) days prior to the date for the opening of Bids. Failure of any Bidder to receive such Addendum or interpretation shall not relieve any bidder from any obligation under his bid submitted. All Addenda so issued shall become part of the Contract Documents. All Addenda must be submitted with the bid proposal and be properly signed by the Bidder as part of the Bid Documents. Only questions answered by Addenda will be binding. The AUTHORITY will not be responsible for any other explanations or interpretation of such documents which anyone presumes to make on behalf of the AUTHORITY before expiration of the time set for the receipt of Bids. No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Oral and other interpretations or clarifications will be without legal effect.

- b. Addenda may also be issued to clarify, correct, or change the Bidding Documents as deemed advisable by the AUTHORITY. Such Addenda, if any, will be issued in the manner and within the time-period stated in paragraph 3.a.
4. **BID DOCUMENTS.** The Bid Form is set up with a Base Bid and an Alternate Bid. It is possible that no Alternate Bid Items may be included as part of the award. The blank spaces in the proposal must be filled in correctly where indicated for each and every item associated with the Base Bid or Alternate Bid, and the Bidder must state, both in words and in numerals, written or printed in ink, the prices for which he proposes to do each item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. The Bidder shall sign the proposal and all required forms correctly and with original signatures.
5. **BID GUARANTEE.** Each bid must be accompanied by a certified check made payable to the Erie County Water Authority or a bid bond in the sum of five percent (5%) of the amount of the bid. Bid bonds must be in satisfactory form and payable to the order of the AUTHORITY. The bid bond must contain original signatures in ink. The bid bond shall be approved by the Authority's Attorney as to form, and by the Comptroller as to sufficiency of the bond. The amount of the certified check or bid bond shall be retained by the AUTHORITY as liquidated damages if the bidder whose bid is accepted shall fail to enter into a contract with the Authority.
6. **EQUIPMENT AND MATERIALS BROCHURES.** The Technical Specifications may require that each bid be accompanied by certain brochures that describe the various types of equipment or material listed in the bid, then the bid must be accompanied by such brochures. Bids not accompanied by the required equipment and material brochures may be rejected. If brochures are not available, the bidder is required to submit with his bid a letter stating that he has requested four (4) copies of the brochures described in the Technical Specifications and that his bid price is for the equipment or materials as described in these brochures.
7. **EMERGENCY CLOSINGS.** In the event of an emergency closing of certain Authority facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Secretary to the Authority's control, only bids received prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
8. **ANY CHANGE IN WORDING OR INTERLINEATION OF THE ADVERTISEMENT AS PUBLISHED BY THE AUTHORITY** shall be reason to reject the proposals in the event that such change in the Advertisement to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid. Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids other than are provided for in the proposal form, escalation clauses or irregularities of any kind.
9. **THE AUTHORITY, IN THE BEST INTERESTS OF THE PUBLIC, RESERVES THE RIGHT TO REJECT** any and all bids, to accept either in whole or in part any one bid or combination of bids as may be provided in the bid specifications, and to waive any

informalities in bids. The Authority does not obligate itself to accept the lowest or any other proposal and reserves the right to re-bid.

10. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
11. An EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid. See, § 7 of the Proposed Contract Documents.
12. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the Authority to recover damages.
13. PRICES SHALL BE QUOTED F.O.B. DESTINATION.
14. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE AUTHORITY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
15. NO TAXES ARE TO BE BILLED TO THE AUTHORITY. Bids shall not include any State or local excise, sales, transportation or other tax, unless State law specifically levies such tax on purchases made by a public benefit corporation created by the State of New York. The Authority Purchase Order is an exemption certificate. Any applicable taxes from which the Authority is not exempt shall be listed separately as cost elements and added into the total net bid.
16. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to Bidder's performance under this contract.
17. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The Authority may terminate contracts or purchase orders, if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any Authority official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of the contract or purchase order. The Authority may also terminate a contract or purchase order if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of the contract or purchase order. In the event that it is determined that said improper or illegal acts occurred, the Authority shall be entitled to terminate the contract or purchase order and/or exercise any other remedy available to it under existing law.
18. ANY CASH DISCOUNT which is part of a bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The Authority policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the Authority will take the discount when

payment is made. The Authority will not pay any interest charges nor refund discount amounts taken after the discount period. If this procedure is unsatisfactory, please quote net.

19. ANY ADDITIONAL INFORMATION which bidder desires to add to the bid shall be written on a separate sheet of paper attached to and submitted with the formal sealed bid to be read at the formal opening.
20. WARRANTY: Notwithstanding anything to the contrary herein contained, BIDDER agrees that the warranties as prescribed by the Laws of the State of New York are and will remain in effect; that this warranty and the time to exercise said warranty in effect at the time of the breach, if any, caused by any breach or by any hidden or latent defect will be as prescribed by the Laws of the State of New York. The obligations of BIDDER herein are independent of any other obligations.
21. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45-day period, a bidder to whom the bid has not been awarded may withdraw his bid by serving written notice upon the Secretary to the Authority of his intention to do so.
22. PRICES CHARGED TO THE ERIE COUNTY WATER AUTHORITY are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.
23. PRICE IS FIRM. The unit prices bid shall remain firm and any other charges bid shall also remain firm for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.
24. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the Authority requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the Authority. All extensions shall be submitted in writing and shall have prior approval by the Secretary to the Authority.
25. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures and understands that the Authority will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.
26. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid or any contract or purchase order entered into pursuant to this bid, and agrees that he or its officers will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission done or omitted in connection therewith if called

before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

++ END OF SECTION ++

FURNISH AND DELIVER FLUROSILICIC ACID TO  
THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER  
FOR ONE YEAR FROM AUGUST 1, 2025, THROUGH JULY 31, 2026  
PROJECT No: 202500076

SECTION 00400SF

BID DOCUMENTS AND BID FORM SUPPLEMENTS

OPENING DATE: Thursday, June 12, 2025 TIME: 10:00 a.m.

NAME OF BIDDER: Univar Solutions USA, LLC

PERSON AUTHORIZED TO ENTER INTO CONTRACT FOR BIDDER:

NAME: Ileana Caballero

TITLE: Municipal Specialist

SUBMISSION DATE: June 10, 2025

ADDRESS: 200 Dean Sievers Place, Morrisville, PA 19067

PHONE: 215-495-8502

PERSON EMPLOYED BY THE BIDDER, WHO WILL BE RESPONSIBLE FOR OBTAINING  
BONDS AND/OR INSURANCE COVERAGE

NAME: Ileana Caballero

TITLE: Municipal Specialist

ADDRESS: 200 Dean Sievers Place, Morrisville, PA 19067

PHONE: 215-495-8502

EMAIL: ileana.caballero@univarsolutions.com

## BID ITEMS AND BID SHEET

**BID DESCRIPTION: FURNISH AND DELIVER FLUOROSILICIC ACID TO  
THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE  
TREATMENT OF WATER FOR ONE YEAR FROM AUGUST 1,  
2025 THROUGH JULY 31, 2026**

**PROJECT No:** 202500076

The quantities for the unit price items are unpredictable and the Authority has inserted certain quantities in the proposal to be used solely for purpose of comparison of bids. The Bidder will not be entitled to any adjustment in the unit price bid as a result of changes in any of these items ranging from zero to any quantity. The Bidder shall make no claims for anticipated profits, for loss of profits, or for other damages as the result of changes in the quantities purchased.

**In case of discrepancy, written unit figures shall govern.**

<i>Ship to:</i>	STURGEON POINT WATER TREATMENT PLANT	VAN DE WATER WATER TREATMENT PLANT
<i>Attention:</i>	Christopher Louth, Senior Operator	Nicholas Roman, Senior Operator
<i>Address:</i>	Sturgeon Point WTP 722 Sturgeon Point Road Derby, New York 14047	Van de Water WTP 3750 River Road (Route 266) Town of Tonawanda, New York 14150

**Note: The Bid Form is set up with a Base Bid and an Alternate Bid. Only one Bid will be awarded, the Base Bid or the Alternate Bid. Bidders are required to bid all Base Bid Items or all Alternate Bid Items or all of both the Base Bid Items and the Alternate Bid Items.**

The Base Bid Items or Alternate Bid Items will be awarded based on the unit cost and results of detailed chemical analysis to be performed on the products proposed by each Bidder. Details are in the Technical Specifications, Section 01200SF.

The Bidder acknowledges that only one Bid (the Base Bid or the Alternate Bid) will be awarded based on the Owner's available budget. If the available budget allows the award of the Base Bid, the lowest responsible bid for the Base Bid will be awarded. If the available budget does not allow for the award of the Base Bid, then the lowest responsible bid for the Alternate Bid will be awarded.

**BASE BID**

<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>COMPUTED TOTALS</u>
--------------------	-------------------------------	----------------------------

ITEM 1 For furnishing, delivering, and unloading,  
Freight prepaid, approximately 255 liquid tons  
of High Purity Fluorosilicic Acid (25% concentration)  
to the STURGEON POINT WATER TREATMENT  
PLANT, all in accordance with the specifications,  
for the unit price of:  
Five hundred \_\_\_\_\_ Dollars  
and zero \_\_\_\_\_ Cents  
(\$ 500.00\* /ton) per liquid ton (2,000 pounds) of  
Fluorosilicic Acid (H<sub>2</sub>SiF<sub>6</sub>) 255 Liquid Tons \$ 127,500.00

\*Please note: Straight billing, non-adjustment. COA strength will not change the declared weight on a BOL.

ITEM 2 For furnishing, delivering, and unloading,  
Freight prepaid, approximately 95 liquid tons  
of High Purity Fluorosilicic Acid (25% concentration)  
to the JEROME D. VAN DE WATER TREATMENT  
PLANT, all in accordance with the specifications,  
for the unit price of:  
Five hundred \_\_\_\_\_ Dollars  
and zero \_\_\_\_\_ Cents  
(\$ 500.00\* /ton) per liquid ton (2,000 pounds)  
of Fluorosilicic Acid (H<sub>2</sub>SiF<sub>6</sub>) 95 Liquid Tons \$ 47,500.00

\*Please note: Straight billing, non-adjustment. COA strength will not change the declared weight on a BOL.

**COMPUTED TOTAL BASE BID AMOUNT FOR ITEM 1 AND ITEM 2:**

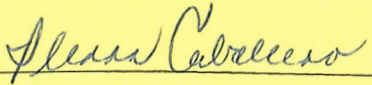
One hundred seventy-five thousand \_\_\_\_\_ Dollars

and zero \_\_\_\_\_ Cents \$ 175,000.00

**NOTE:** Bid results are available on the Erie County Water Authority website, [www.ecwa.org](http://www.ecwa.org)  
(under Doing Business tab, select option Business Opportunities). No bid results will be given  
over the telephone.

The Bidder agrees to supply all labor, material, and equipment above-described at the above-  
quoted price and in accordance with all applicable Specifications.

NAME OF BIDDER: Univar Solutions USA, LLC

AUTHORIZED SIGNATURE:  DATE: 6/10/2025

Fluorosilicic Acid, 2025-2026,  
P:\CHEMP202500076\07 Specs Master\00400SF.docx  
Ileana Caballero, Municipal Specialist

Bid Documents,  
Rev.09/01/2024

00400SF-3

**ALTERNATE BID**

<b><u>DESCRIPTION</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>COMPUTED TOTALS</u></b>
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ITEM 1 For furnishing, delivering, and unloading, Freight prepaid, approximately 255 liquid tons of Fluorosilicic Acid (25% concentration) to the STURGEON POINT WATER TREATMENT PLANT, all in accordance with the specifications, for the unit price of: Five hundred Dollars and zero Cents (\$ 500.00* /ton) per liquid ton (2,000 pounds) of Fluorosilicic Acid (H <sub>2</sub> SiF <sub>6</sub> )	255 Liquid Tons	\$ 127,500.00
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\*Please note: Straight billing, non-adjustment. COA strength will not change the declared weight on a BOL.

ITEM 2 For furnishing, delivering, and unloading, Freight prepaid, approximately 95 liquid tons of Fluorosilicic Acid (25% concentration) to the JEROME D. VAN DE WATER TREATMENT PLANT, all in accordance with the specifications, for the unit price of: Five hundred Dollars and zero Cents (\$ 500.00* /ton) per liquid ton (2,000 pounds) of Fluorosilicic Acid (H <sub>2</sub> SiF <sub>6</sub> )	95 Liquid Tons	\$ 47,500.00
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\*Please note: Straight billing, non-adjustment. COA strength will not change the declared weight on a BOL.

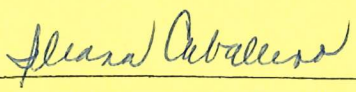
**COMPUTED TOTAL ALTERNATE BID AMOUNT FOR ITEM 1 AND ITEM 2:**

One hundred seventy-five thousand Dollars  
and zero Cents \$ 175,000.00

NOTE: Bid results are available on the Erie County Water Authority website, [www.ecwa.org](http://www.ecwa.org) (under Doing Business tab, select option Business Opportunities). No bid results will be given over the telephone.

The Bidder agrees to supply all labor, material, and equipment above-described at the above-quoted price and in accordance with all applicable Specifications.

NAME OF BIDDER: Univar Solutions USA, LLC

AUTHORIZED SIGNATURE:  DATE: 6/10/2025  
Ileana Caballero, Municipal Specialist

**INFORMATION REQUIRED FROM BIDDERS**  
**AT TIME OF CANVASS OF BIDS**

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME Univar Solutions USA, LLC

ADDRESS OF PRINCIPAL OFFICE: STREET 3075 Highland Pkwy, suite 200

CITY Downers Grove

AREA CODE 331 PHONE 777-6000 STATE IL ZIP 60515

Check one: <sup>LLC</sup>~~CORPORATION~~ ☒ PARTNERSHIP ☐ INDIVIDUAL ☐

INCORPORATED UNDER THE LAWS OF THE STATE OF \_\_\_\_\_

If foreign corporation, state if authorized to do business in the State of New York:

YES ☒ NO ☐

TRADE NAMES: \_\_\_\_\_

ADDRESS OF LOCAL OFFICE: STREET 3709 River Road

CITY Tonawanda

AREA CODE 716 PHONE 876-3094 STATE NY ZIP 14150

NAMES AND ADDRESSES OF PARTNERS:

David Jukes-CEO same as above

Nick Alexos-CFO same as above

Alexandra Colin-General Council & Secretary same as above

IDENTIFICATION #: (COMPLETE ONE):

Federal Employer Identification Number: 91-1347935

Social Security Number: \_\_\_\_\_

**INFORMATION REQUIRED FROM BIDDERS**  
**REGARDING PROPOSED CONTRACT DOCUMENTS**

**Question 1:**

The BIDDER represents that it has reviewed the Proposed Contract Documents beginning at page AGT-1.

CHECK ONE:

- ☒ YES, BIDDER has reviewed the Proposed Contract Documents.
- ☐ NO, BIDDER has not reviewed the Proposed Contract Documents.

Failure to review the Proposed Contract Documents will result in the BIDDER being deemed NONRESPONSIVE by the Authority and therefore, ineligible to be awarded the Contract.

**Question 2:**

The BIDDER accepts the terms of the Proposed Contract Documents as drafted and agrees to execute the Contract as drafted if awarded the Bid.

CHECK ONE:

- ☒ YES, BIDDER accepts the Proposed Contract Documents.
- ☐ NO, BIDDER proposes the following amendment(s) to the Proposed Contract Documents:

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\*Insert Additional Page(s) if necessary.

**Question 3:**

Is the proposed Amendment a Condition of the Bid Proposal? If the Authority rejects the proposed Amendment would the Bidder withdraw its Bid?

CHECK ONE:


☐ YES, the Amendment is a Condition of the Bid Proposal.

***IF the Amendment is a Condition of the Bid Proposal and the Authority rejects the Amendment, the Authority will deem the Bid withdrawn and will proceed to award the Bid to the next responsible bidder.***

☐ NO, the BIDDER would like to negotiate the terms of the Amendment prior to the execution of the Contract.

Please Answer Question 3 for each proposed Amendment to the Proposed Contract Documents and insert additional pages if necessary to provide such answers.

NAME OF BIDDER: Univar Solutions USA, LLC

AUTHORIZED SIGNATURE:  DATE: 6/1 02025  
Ileana Caballero, Municipal Specialist

## BID SECURITY FORM

### BIDDER (Name and Address):

Univar Solutions USA LLC  
200 Dean Sievers Place  
Morrisville, PA 19067

### SURETY (Name and Address of Principal Place of Business):

Fidelity and Deposit Company of Maryland  
1299 Zurich Way  
Schaumburg, IL 60196

### OWNER:

Erie County Water Authority  
295 Main Street, Room 350  
Buffalo, New York 14203

### BID

BID DUE DATE: June 12, 2025

### PROJECT:

Furnish and Deliver Fluorosilicic Acid  
To the Erie County Water Authority for Use in the Treatment of Water  
For One Year from August 1, 2025, through July 31, 2026  
PN 202500076

### BOND

BOND NUMBER: N/A

DATE: (Not later than Bid due date): June 5, 2025

PENAL SUM: Five Percent of Amount Bid (Words) (5%) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

### BIDDER

Univar Solutions USA LLC (Seal)  
Bidder's Name and Corporate Seal  
Signature and Title Jumoke Onibokun  
Assistant Secretary  
Attest: Ileana Caballero  
Signature and Title Ileana Caballero

### SURETY

Fidelity and Deposit Company of Maryland (Seal)  
Surety's Name and Corporate Seal  
By: Misty Wright  
Signature and Title Misty Wright, Attorney-in-Fact  
(Attach Power of Attorney)  
Attest: Jenny Moore  
Jenny Moore

1.01 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2.01 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3.01 This obligation shall be null and void if:

- A. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
- B. All Bids are rejected by OWNER, or
- C. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5.01 hereof).

4.01 Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5.01 Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6.01 No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4.01 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7.01 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8.01 Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9.01 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative, who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10.01 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

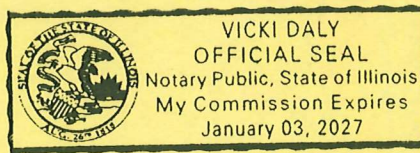
11.01 The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

CORPORATE ACKNOWLEDGEMENT

STATE OF ILLINOIS  
COUNTY OF DUPAGE

On this 6th day of JUNE, 2025 before me personally appeared  
JUNOKE ONIBOKUN to me known, who being by me duly  
sworn, did affirm that he/she resides in DOWNERS GROVE, IL that he/she is the  
ASSISTANT SECRETARY of UNIVAR SOLUTIONS USA LLC, the  
limited liability company corporation described in and which executed the above instruments; that the seal affixed to said  
instrument is the corporate seal; that it was so affixed by order of the managing member Board of Directors of said  
limited liability company corporation, and that he/she signed his/her name thereto by like order.

Vicki Daly  
NOTARY PUBLIC




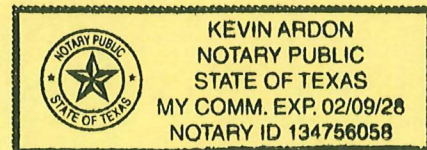
## ACKNOWLEDGEMENT OF SURETY

STATE OF Texas

COUNTY OF Harris

On this 5th day of June, 2025 before me personally came Misty Wright to me known, who being by me duly sworn, did depose and say; that he/she resides in Houston, TX; that he/she is the ATTORNEY-IN -FACT of Fidelity and Deposit Company of Maryland the above signed Surety, the corporation described in and which executed the within instrument; the he/she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed to said instrument by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

  
NOTARY PUBLIC



END OF BID BOND

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Gina A. RODRIGUEZ, Donna L. WILLIAMS, Vanessa DOMINGUEZ, Terri L. MORRISON, Andrea M. PENALOZA, Lisa A. WARD, Amanda GEORGE, Misty WRIGHT, Lupe TYLER, Jennifer MOORE** of Houston, Texas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of January, A.D. 2025.



**ATTEST:**  
**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Christopher Nolan*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 24th day of January, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

**Genevieve M. Malson**  
Notary Public  
My Commission Expire January 27, 2029



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

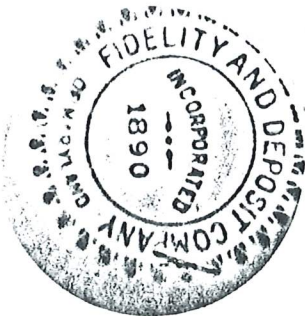
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of June, 2025.



*MJ Pethick*

Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

# THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND  
1299 Zurich Way Schaumburg, IL 60196

## Statement of Financial Condition As Of December 31, 2024

### ASSETS

Bonds.....	\$ 181,162,758
Stocks .....	18,212,825
Cash and Short-Term Investments .....	2,411,982
Reinsurance Recoverable .....	20,361,515
Federal Income Tax Recoverable.....	10,150
Other Accounts Receivable .....	26,284,837
TOTAL ADMITTED ASSETS.....	<u>\$ 248,444,067</u>

### LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses .....	\$ 103,295
Ceded Reinsurance Premiums Payable .....	45,005,200
Remittances and Items Unallocated .....	0
Payable to parents, subs and affiliates .....	0
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES .....	<u>\$ 45,108,495</u>
Capital Stock, Paid Up .....	\$ 5,000,000
Surplus.....	198,335,572
Surplus as regards Policyholders.....	203,335,572
TOTAL.....	<u>\$ 248,444,067</u>

Securities carried at \$78,636,217 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2024 would be \$236,552,538 and surplus as regards policyholders \$191,444,043.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2024.

Signed by:  
Laura J. Lazarczyk  
470P HCLN 127183

\_\_\_\_\_  
Corporate Secretary

State of Illinois }  
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 25<sup>th</sup> day of February, 2025.

  
\_\_\_\_\_  
Notary Public



**NON-COLLUSIVE BIDDING CERTIFICATION**

as mandated by Public Authority Law § 2878

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**NOTICE**

(Penal Law § 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

**BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:**

Affirmed under penalty of perjury this 10 day June, 2025

TERMS Net 30 days DELIVERY DATE AT DESTINATION 5-7 business days

FIRM NAME Univar Solutions USA, LLC

ADDRESS 200 Dean Sievers Place

Morrisville, PA ZIP 19067

AUTHORIZED SIGNATURE *Ileana Caballero*

TYPED NAME OF AUTHORIZED SIGNATURE Ileana Caballero

TITLE Municipal Specialist TELEPHONE No. 215-495-8502

## SECTION 2875 OF THE PUBLIC AUTHORITIES LAW

### §2875. GROUND FOR CANCELLATION OF CONTRACT BY PUBLIC AUTHORITY.

A clause shall be inserted in all specifications or contracts hereafter made or awarded by any public authority or by any official of any public authority created by the state or any political subdivision, for work or services performed or to be performed or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) Such person, and any firm, partnership, or corporation of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that
- (b) any and all contracts made with any public authority or official thereof, since the effective date of this law, by such person and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the public authority without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the public authority for goods delivered or work done prior to the cancellation termination shall be paid.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

Univar Solutions USA, LLC

(Name of Individual, Partnership or ~~Corporation~~) LLC

By Ileana Caballero

(Person authorized to sign) Ileana Caballero, Municipal Specialist  
(SEAL)

## SECTION 2876 OF THE PUBLIC AUTHORITIES LAW

### §2876. DISQUALIFICATION TO CONTRACT WITH PUBLIC AUTHORITY

Any person who, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services, for a period of five years after such refusal or until a disqualification shall be removed pursuant to the provisions of section twenty-six hundred three of this article.

It shall be the duty of the officer conducting the investigation before the grand jury, the head of a state department, the chairman of the temporary state commission or other state agency, the organized crime task force in the department of law, the head of a city department or other city agency before which the refusal occurs to send notice of such refusal, together with the names of any firm, partnership or corporation of which the person so refusing is known to be a member, partner, officer or director, to the commissioner of transportation of the state of New York, or the commissioner of general services as the case may be, and the appropriate departments, agencies and officials of the state, political subdivisions thereof or public authorities with whom the persons so refusing and any firm, partnership or corporation of which he is a member, partner, director or officer, is known to have a contract. However, when such refusal occurs before a body other than a grand jury, notice of refusal shall not be sent for a period of ten days after such refusal occurs. Prior to the expiration of this ten day period, any person, firm, partnership or corporation which has become liable to the cancellation or termination of a contract or disqualification to contract on account of such refusal may commence a special proceeding at a special term of the supreme court, held within the judicial district in which the refusal occurred, for an order determining whether the questions in response to which the refusal occurred were relevant and material to the inquiry. Upon the commencement of such proceeding, the sending of such notice of refusal to answer shall be subject to order of the court in which the proceeding was brought in a manner and on such terms as the court may deem just. If a proceeding is not brought within ten days, notice of refusal shall thereupon be sent as provided herein.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

Univar Solutions USA, LLC

(Name of Individual, Partnership or ~~Corporation~~) LLC

By Ileana Caballero  
(Person authorized to sign) Ileana Caballero, Municipal Specialist  
(SEAL)

## FORMS A, B, and C

### STATE FINANCE LAW REQUIREMENTS

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). When the Authority seeks to procure goods or services by means of an Invitation or Notice to Bid, or a Request for Proposals, the State Finance Law imposes certain restrictions on anyone who may wish to offer goods or services to the Authority as an Offerer, as that term is defined in §§ 139-j(1)(h) and 139-k(1)(h).

During the Restricted Period, as defined in §§ 139-j(1)(f) and 139-k(1)(f), when bids or proposals are being solicited, the Authority will designate a contact person with whom the Offerer may contact for information and other authorized purposes as set forth in §139-j of the State Finance Law. The designated contact is identified in the Notice to Bidders, or in the Request for Proposal. An Offerer is authorized to contact the Authority's designated contact for such purposes set forth in § 139-j(3).

Pursuant to the State Finance Law, the Authority is also required to make certain findings before making any determinations as to the qualifications and eligibility of those seeking a procurement contract, as that term is defined in State Finance Law §§ 139-j(1)(g) and 139-k(1)(g). Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings of non-responsibility occurring within a 4-year period, the Offerer will be debarred from obtaining procurement contracts with the Authority. Further information about these requirements can be found in §§139-j and 139-k of the New York State Finance Law and the Erie County Water Authority's Procurement Disclosure Policy.

The following forms will be used by the Authority to make such findings:

Form A - Offerer's Affirmation of Understanding of, and Agreement to Comply with, the Authority's Permissible Contact Requirement During the Restricted Period.

Form B - Offerer's Certification of Compliance with State Finance Law.

Form C - Offerer's Disclosure of Prior Non-Responsibility Determinations.

**FORM A**

**Offerer's Affirmation of Understanding of, and Agreement to Comply  
with, the Permissible Contact Requirements During the Restricted Period**

**Instructions:**

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a written affirmation of understanding and agreement to comply with procedures regarding permissible contacts with the Authority in the restricted period for a procurement contract in accordance with State Finance Law §139-j and §139-k. It is required that this affirmation be obtained as early as possible in the procurement process, but no later than when the Offerer submits its proposal.

Offerer affirms that it understands and agrees to comply with the procedures of the Authority relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

By: *Ileana Caballero* Date: 6/10/2025

Name: Ileana Caballero

Title: Municipal Specialist

Supplier Name: Univar Solutions USA, LLC

Address: 200 Dean Sievers Place, Morrisville, PA 19067

**FORM B**

**Offerer's Certification of Compliance  
With State Finance Law §139-k(5)**

**Instructions:**

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a Certification that the information submitted for a procurement contract is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to sign the Certification, under penalty of perjury, and to provide the Certification to the Authority. The Certification should be obtained as early as possible in the process, but no later than when an Offerer submits its proposal.

**Offerer Certification:**

*I certify that all information provided to the Authority relating to the awarding of a procurement contract is complete, true, and accurate.*

By: Aleena Caballero Date: 6/10/2025

Name: Ileana Caballero

Title: Municipal Specialist

Supplier Name: Univar Solutions USA, LLC

Supplier Address: 200 Dean Sievers Place, Morrisville, PA 19067

**FORM C****Offerer's Disclosure of Prior  
Non-Responsibility Determinations****Background:**

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). New York State Finance Law §139-k(2) obligates the Authority to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j; or (b) the intentional provision of false or incomplete information to a Government Entity.

The terms "Offerer" and "Governmental Entity" are defined in State Finance Law §§139-j(1) and §139-k(1). These sections also set forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and the Offerer is the only source capable of supplying the required Article of Procurement, as that term is defined in State Finance Law §§ 139-j(1)(b) and 139-k(1)(b), within the necessary timeframe. See State Finance Law §139-j(10)(b) and §139-k(3).

**Instructions:**

The Authority must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Authority no later than when the Offerer submits its proposal.

**FORM C (Continued)****Offerer's Disclosure of Prior Non-Responsibility Determinations**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Univar Solutions USA, LLC

Address: 200 Dean Sievers Place, Morrisville, PA 19067

Name and Title of Person Submitting this Form: Ileana Caballero, Municipal Specialist

Contract Procurement Number: 202500076

Date: 6/10/2025

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle)
4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity:

Date of Finding of Non-Responsibility:

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

**FORM C (Continued)**

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

Offerer certifies that all information provided to the Erie County Water Authority with respect to State Finance Law §139-k is complete, true, and accurate.

By: Ileana Caballero  
Signature

Date: 6/10/2025

Name: Ileana Caballero

Title: Municipal Specialist

## **Contract Termination Provision**

### **Instructions:**

A Contract Termination Provision will be included in each procurement contract governed by State Finance Law §139-k. New York State Finance Law §139-k(5) provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j shall contain a provision authorizing the governmental entity to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. This statutory contract language authorizes, but does not mandate, termination. "Government Entity" and "procurement contract" are defined in State Finance Law §§ 139 j(1) and 139-k(l).

This required clause will be included in a covered procurement contract.

A sample of the Termination Provision is included below. If a contract is terminated in accordance with State Finance Law §139-k(5), the Erie County Water Authority (the "Authority"), as a governmental entity, is required to include a statement in the procurement record describing the basis for any action taken under the termination provision.

### **Sample Contract Termination Provision**

The Erie County Water Authority (the "Authority"), as a governmental entity, reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

## OFFERER'S STATEMENT REGARDING PREVENTION OF UNLAWFUL DISCRIMINATORY PRACTICES

The Erie County Water Authority (the "Authority"), as an employer in New York State, is subject to the Human Rights Law, codified as Executive Law §290, *et. seq.*, and Labor Law §201-g. The Authority seeks to provide a work environment that is free from unlawful discriminatory practices as they are defined in Executive Law §296, as well as from inappropriate harassing conduct even if not deemed unlawful, to its employees, contractors, subcontractors, vendors, consultants, and any other person providing services on Authority premises. Pursuant to the Human Rights Law, it shall be unlawful to discriminate against an individual, or to subject an individual to harassment, due to age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence. Accordingly, the Authority requires that any Offeror of a proposal or bid, agree to sign the following statement regarding unlawful discriminatory practices, including, but not limited to sexual harassment, under penalty of perjury. This statement should be provided to the Authority as early as possible in the procurement process, but not later than at the time of execution of a contract with the Authority. Failure to agree to sign the statement may result in the Authority deeming the bid or proposal withdrawn by the Offerer.

### Offerer Statement:

*I certify, under penalty of perjury, that the following statements are accurate:*

- *Offerer is aware of its obligations under the Human Rights Law (Executive Law §290, et. seq.)*
- *Offerer complies with the provisions of Executive Law §290, et. seq., including Executive Law §296, and does not permit unlawful discriminatory practices or harassment based on an individual's age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence in its workplace.*
- *Offerer complies with the provisions of Labor Law §201-g, has implemented a written policy addressing sexual harassment in the workplace which meets the minimum standards of Labor Law §201-g, and provides annual sexual harassment prevention training to all of its employees.*

By: Ileana Caballero Date: 6/10/2025

Name: Ileana Caballero

Title: Municipal Specialist

Offerer Name: Univar Solutions USA, LLC

Offerer Address: 200 Dean Sievers Place, Morrisville, PA 19067

++ END OF SECTION ++

Univar Solutions  
200 Dean Sievers Place  
Morrisville, PA 19067-3700  
USA

T 215-428-6990  
F 215-337-6290  
www.univarsolutions.com



*Supporting Documents*

June 10, 2025

Erie County Water Authority  
Service Center Front Desk  
3030 Union Road  
Cheektowaga, New York 14227

RE: "Furnish and Deliver Fluorosilicic Acid to the ECWA for Use in the Treatment of Water, Project No. 202500076"

To Whom It May Concern:

Univar Solutions is pleased to provide pricing for the above bid, due June 12, 2025, 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. Please send bid tabulations to the email address below.

Thank you,

*Ileana Caballero*

Municipal Specialist  
215-495-8502  
Univar Solutions USA LLC  
[ileana.caballero@univarsolutions.com](mailto:ileana.caballero@univarsolutions.com)  
[muniteam-east@univarsolutions.com](mailto:muniteam-east@univarsolutions.com)

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

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

**Univar Solutions**  
200 Dean Sievers Place  
Morrisville PA 19067

T 215 428-6990  
F 215 337-6290  
[www.univarsolutions.com](http://www.univarsolutions.com)



## **Branch Contact Information**

### **Bids and contracts:**

Univar Solutions USA Inc.  
Ileana Caballero, Municipal Specialist  
200 Dean Sievers Place, Morrisville, PA 19067  
(215) 495-8502\*\*phone\*\*  
(215) 337-6290 \*\*fax\*\*  
[ileana.caballero@univarsolutions.com](mailto:ileana.caballero@univarsolutions.com)

### **Emergencies, chemical related:**

ChemTrec  
(800) 424-9300

### **Emergencies, after hours:**

Main number:  
(401) 781-5600 – please follow prompts

### **Account Manager**

Mike Papa, Operations Manager  
(401) 641-0544  
Billy DeSousa  
508-259-6360

### **Orders and delivery:**

(855) 888-8648  
[CustSolNorthEast@univarsolutions.com](mailto:CustSolNorthEast@univarsolutions.com)

Business hours are Monday – Friday, 8 am – 5 pm

### **Remittance address:**

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

Payment terms are Net 30 Days



## CERTIFICATE OF SECRETARY

I, Jumoke Onibokun, hereby certify that:

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

Shawnasey McCarthy- Municipal Commercial Manager

Victoria Meakim - Municipal Specialist

Roise Holiday-Henry- Municipal Specialist

Jennifer Perras – Sr. Municipal Specialist

Shelley Riggle - Municipal Specialist

Stacy Ziegler- Municipal Specialist

Raven Claudio - Municipal Specialist

Ileana Caballero – Municipal Specialist

IN WITNESS WHEREOF, I have executed this Certificate of Secretary of the Company this 4<sup>th</sup> day of January 2024.

DocuSigned by:

*Jumoke Onibokun*

E781477EB84EA70...

Jumoke Onibokun, Assistant Secretary

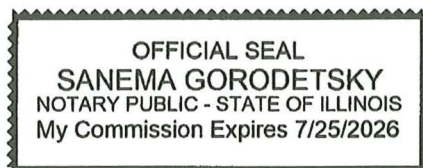
State of Illinois )

)

County of DuPage )

This Certificate of Secretary was signed and sworn before me on this 4<sup>th</sup> day of January 2024 by Jumoke Onibokun, Assistant Secretary of Univar Solutions USA LLC.

Seal



DocuSigned by:

*Sanema Gorodetsky*

EB3185C32E35401...

Sanema Gorodetsky

Notary Public

My commission expires July 25, 2026



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/30/2025

Holder Identifier :

Certificate No :

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).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA		<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> (866) 283-7122 <b>FAX (A/C. No.):</b> 800-363-0105 <b>E-MAIL ADDRESS:</b>																			
<b>INSURED</b> Univar Solutions USA LLC 3075 Highland Parkway Suite 200 Downer's Grove IL 60515 USA		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td>INSURER A:</td><td>Illinois Union Insurance Company</td><td>27960</td></tr><tr><td>INSURER B:</td><td>ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER C:</td><td>ACE Fire Underwriters Insurance Co.</td><td>20702</td></tr><tr><td>INSURER D:</td><td>Indemnity Insurance Co of North America</td><td>43575</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER A:	Illinois Union Insurance Company	27960	INSURER B:	ACE American Insurance Company	22667	INSURER C:	ACE Fire Underwriters Insurance Co.	20702	INSURER D:	Indemnity Insurance Co of North America	43575	INSURER E:			INSURER F:		
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INSURER B:	ACE American Insurance Company	22667																			
INSURER C:	ACE Fire Underwriters Insurance Co.	20702																			
INSURER D:	Indemnity Insurance Co of North America	43575																			
INSURER E:																					
INSURER F:																					

**COVERAGES****CERTIFICATE NUMBER:** 570106220337**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC OTHER:			XSLG48983340 SIR applies per policy terms & conditions	06/01/2025	06/01/2026	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$3,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H11357362 Commercial Auto	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$5,000,000			XCEG27380566012	06/01/2025	06/01/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC72794515 AOS SCFC72794527 WI	06/01/2025	06/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L. EACH ACCIDENT \$1,000,000 E L. DISEASE-EA EMPLOYEE \$1,000,000 E L. DISEASE-POLICY LIMIT \$1,000,000
A	Environmental Site Liability			G71507944 003 Pollution-ClaimsMade Form SIR applies per policy terms & conditions	06/01/2025	06/01/2028	Aggregate \$10,000,000 Ea Condition \$1,000,000 SIR \$1,000,000

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

ADDITIONAL INSURED STATUS PROVIDED FOR ALL OF THE ABOVE POLICIES (EXCEPT WORKERS COMP) &amp; WAIVER OF SUBROGATION IS AWARDED AS REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER****CANCELLATION**Univar Solutions USA LLC  
3075 Highland Parkway Suite 200  
Downer's Grove, IL 60515 USA

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

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Central, Inc.*



# **ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Univar Solutions USA LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE	

**ADDITIONAL REMARKS**

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

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

**ADDITIONAL POLICIES**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
B				MMT H11357404 Truckers Liability	06/01/2025	06/01/2026	Combined Single Limi	\$5,000,000
	WORKERS COMPENSATION							
B		N/A		WCUC72794539 Excess WC--CA OH OR,WA SIR applies per policy terms & conditions	06/01/2025	06/01/2026		
	OTHER							
	Claims Made Form							



UNITED STATES OF AMERICA

The State of  Washington  
Secretary of State

I, **STEVE R. HOBBS**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

**CERTIFICATE OF CONVERSION**

From

**UNIVAR SOLUTIONS USA INC.**, a/an WASHINGTON PROFIT CORPORATION

to

**UNIVAR SOLUTIONS USA LLC**, a/an WASHINGTON LIMITED LIABILITY COMPANY,  
effective on the date indicated below.

Effective Date: 01/01/2024

UBI Number: 601 007 463



Given under my hand and the Seal of the State  
of Washington at Olympia, the State Capital

A handwritten signature in blue ink, reading "Steve R. Hobbs".

Steve R. Hobbs, Secretary of State

Date Issued: 12/20/2023



**WASHINGTON**  
**Secretary of State**

Corporations & Charities Division

Overnight address by commercial carrier: 801 Capitol Way S Olympia, WA 98501-1226

Mailing Address (ALL USPS): PO Box 40234 Olympia, WA 98504-0234

Tel: 360.725.0377 | Website: [www.sos.wa.gov/corporations-charities](http://www.sos.wa.gov/corporations-charities)

**THIS BOX FOR OFFICE USE ONLY**

☐ Filing Fee \$180

☐ To Expedite Filing, Add \$100

**CERTIFICATE OF FORMATION**

Limited Liability Company

RCW 25.15

**All fields are REQUIRED unless otherwise specified**

(1) Do you already have a UBI No.? (Check one) ☒ Yes ☐ No If Yes, provide UBI No.: 601 007 463

If you have previously filed with another state agency (for example, the Department of Revenue, the Department of Labor and Industries, or the Employment Security Department), you may already have a 9-digit UBI Number you can provide. **Do not** enter the UBI Number of a Sole Proprietorship or General Partnership.

If you do not have a UBI Number, a UBI Number will be issued to you upon successful completion of the filing.

**(2) BUSINESS ENTITY NAME:**

Univar Solutions USA LLC

**If a designation is not provided, it will default to LLC**

The name must contain the words "Limited Liability Company", "Limited Liability" and abbreviation "Co." or the abbreviation "L.L.C." or "LLC". For name requirements review the following RCW(s): RCW 23.95.305

Does the business have a name reserved? (Check one) ☐ Yes ☒ No If Yes, provide the Reservation Number

Reservation No.: \_\_\_\_\_

**(3) PERIOD OF DURATION :** Check ONE of the following

☒ This Company shall have a perpetual duration (default) ☐ This Company shall have a duration of \_\_\_\_\_ years.

☐ This Company shall expire on \_\_\_\_\_

**(4) EFFECTIVE DATE:** Check ONE of the following

☐ Date of filing (default) this is the date that the submission is completed by our office

☒ Specify a date 01/01/2024 12:01 a.m. (cannot be more than 90 days following the received date)

### (5) REGISTERED AGENT:

A **Registered Agent** is an agent of a business which is authorized to receive service of any process, notices, or demands required or permitted by law to be served on the business including hand delivered service of process.

All businesses must have a **Registered Agent in Washington State per RCW 23.95.415**

Provide the name of the *Commercial Registered Agent* **OR** *Non-Commercial Registered Agent*. The appointed agent must sign the **Consent to Serve** statement below.

#### COMMERCIAL REGISTERED AGENT

A *Commercial Registered Agent* is a business or individual that is registered specifically as a Commercial Agent with the Office of the Secretary of State to receive legal documents on behalf of a corporation. A Commercial Registered Agent address has been registered with this office in advance and does not need to provide it with this submission.

If applicable, provide the name of the Commercial Registered Agent: Corporation Service Company

#### NON-COMMERCIAL REGISTERED AGENT

A *Non-Commercial Registered Agent* is a person, business, or office or position title appointed to serve as the registered agent for a business. A street address located in Washington State and an email address are required; a phone number and separate Washington State mailing address are optional.

*If multiple types are listed the first type will be entered by this office*

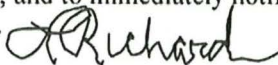
- **Type 1:** If an **individual** is serving as the Registered Agent, only provide the individual's first and last name below.
- **Type 2:** If a **business** is serving as the Registered Agent, only provide the name of the business below.
- **Type 3:** If an **office** or **position** within the business is serving as the Registered Agent, only provide the position title such as President, Secretary, Treasurer, or Member below.

Registered Agent: \_\_\_\_\_

Phone: (optional) _____	Email: _____
<b>Street Address: (required)</b> Must be a physical address; No PO Box or PMB	<b>Mailing Address (optional)</b> <input type="checkbox"/> Check if mailing address is the same as street address
Country: <u>United States</u> State: <u>Washington</u>	Country: <u>United States</u> State: <u>Washington</u>
Address : _____	Address : _____
Zip: _____ City: _____	Zip: _____ City: _____

#### CONSENT TO SERVE AS REGISTERED AGENT - REQUIRED FOR ALL TYPES

I hereby consent to serve as Registered Agent in the State of Washington for the named business. I understand it will be my responsibility to accept service of process, notices, and demands on behalf of the business; to forward mail to the business; and to immediately notify the Office of the Secretary of State if I resign or change the Registered Office Address.

	Lisa Richard/Asst. Secretary	12/20/2023
Signature of Registered Agent	Printed Name/Title	Date

**(6) PRINCIPAL OFFICE:** The location where the business's records are kept

**Street Address (required)**

**Must be a physical address; No PO Box or PMB**

Address: 3075 Highland Parkway, Suite 200

Zip: 60515 City: Downers Grove

State: IL Country: USA

**Mailing Address (optional)**

☒ Check if mailing address is the same as street address

Address: \_\_\_\_\_

Zip: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Country: \_\_\_\_\_

Phone: 331.777.6101

Email: Sanema.Gorodetsky@univarsolutions.com

**(7) RETURN ADDRESS FOR THIS FILING:** (Optional)

If provided, the confirmation regarding this specific filing will be sent to the address below, in addition to the Registered Agent's address.

Attention: Sanema Gorodetsky Email: sanema.gorodetsky@univarsolutions.com

Address: 3075 Highland Parkway Suite 200

City: Downers Grove State: IL Zip: 60515

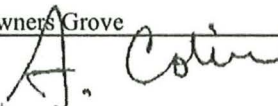
**(8) EXECUTOR INFORMATION:** Name, address, and signature are required. Attach additional sheets if necessary.

**I hereby certify, under penalty of law, that the above information is accurate and complies with the filing requirements of state law.**

Name: Alexandra Colin

Address: 3075 Highland Parkway, Suite 200

City: Downers Grove State: IL Zip: 60515 Country: USA

Signature of Executor  Secretary  12/20/2023

Printed Name/Title

Date

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Signature of Executor \_\_\_\_\_ Printed Name/Title \_\_\_\_\_ Date \_\_\_\_\_



Entity's Name: UnivarSolutions

Entity's Mailing Address: 2001 Continental Blvd

Charlotte, NC 28273

Re: Affidavit of Compliance High Purity HFS

The principal of the above named entity herein states that the Fluorosilicic Acid to be supplied under this bid complies (1) with the relevant requirements of American Water Works Association Standard B-703-19 of Fluorosilicic acid except as hereinafter modified and (2) with this specification. The Fluorosilicic acid conforms to the latest AWWA standard B703-24, and is guaranteed to have an analysis of 23-25%, with a typical 24% strength. Affidavit attests the arsenic values, along with other impurities, will show a value less than 5 ppm.

I do hereby state that I have legal authority to complete this statement on behalf of the above-named entity and to the best of my knowledge and belief, the answers herein are true and complete.

Please note our material is manufactured by Sibelco North America located in Bakersville, NC.

Sibelco IOTA® high purity quartz (HPQ) brings to semiconductors, photovoltaic cells, optical fiber, and quartz lighting.

Best Regards,

*Sara Cauthen*

Sara Cauthen

Product Marketing Manager - HFS

# CERTIFICATE OF ANALYSIS



Univar Solutions  
299 Tank Trail  
Spruce Pine, NC  
PH. 828-467-9133  
Office 828 467 7919  
www.univarsolutions.com  
DATE: 05/21/2024

PRODUCT: Hydrofluorosilicic Acid (HFS)

Material Grade: Technical NSF

Material #: 16150743

Batch #: 0422202433

## Tank # T033

Characteristic	Result	Unit
Physical Analysis		
Specific Gravity	1.21	g/cm3
Color	10	CU
Temperature	20.2	Deg C
Percentage $H_2SiF_6$	24.04	%
Percentage HF	0.71	%

Univar Solutions

 (Signature)

Daniel Nance (Print Name)

Branch operations Supervisor Job Title



Certified to  
NSF/ANSI/CAN 60

Product meets NSF/ANSI Standard 60 -

Drinking Water Treatment Chemicals

use level for potable water treatment is:

Hydrofluorosilicic Acid 12-25 % 6.0 mg/L

Hydrofluorosilicic Acid 26-32% 4.0 mg/L

Hydrofluorosilicic Acid 39-42% 1.2 mg/L

Please consult the SDS for further information.

Univar Solutions represents only that the Product shall meet the specifications herein. All transactions involving this Product are subject to Univar Solutions' standard Terms and Conditions, available at [www.univarsolutions.com](http://www.univarsolutions.com) or upon request. Univar Solutions makes no additional representations or warranties, express or implied, as to the Product. COA-UNS-900 04/13/2023 Page 1



Manufacturer's Affidavit

Date: June 15, 2025

To: Whom it may concern

Re: High Purity of Hydrofluorosilicic acid

Sibelco North America, Inc and UnivarSolutions Inc. are exclusive parties to a Purchase / Sale Agreement according to which Sibelco North America, Inc. sells solely to UnivarSolutions High Purity Hydrofluorosilicic Acid produced from its manufacturing processes. Different from all the other phosphate producers in the market.

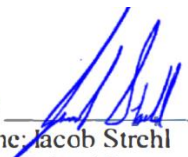
Our high-purity quartz produces a water white, less than 3 PPM arsenic property.

Sibelco's IOTA® high purity quartz sands are used to produce fused quartz, a material with unique optical, mechanical and thermal properties, which make it indispensable in the manufacture of a wide range of high-tech purity products.

Products in our IOTA® quartz range are mined from two uniquely pure order bodies at Spruce Pine, North Carolina, USA.

I hereby certify this information to be true.

Sibelco North America

By:   
Name: Jacob Strehl  
Title: Sales Manager



Sibelco Red Hill  
P.O. Box 100  
Bakersville, NC 28777

Material:  
HYDROFLUOROSILICIC ACID

### Quality Certificate

Date: 05/25/2025

Purchase Order: 0901

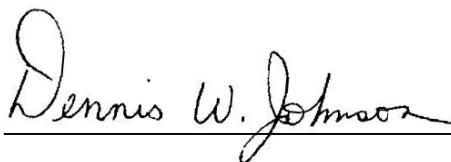
Customer #: 24426

UnivarSolutions  
2201 Continental Blvd  
Charlotte, NC 28273

Lot# = 210205H, 05/20/2025 at 09:07

Characteristic	Result	Unit
Chemical Analysis		
Net H <sub>2</sub> SiF <sub>6</sub>	23.80	%
P <sub>2</sub> O <sub>5</sub>	3.91	ppm
Lead	0.10	ppm
Arsenic	0.86	ppm
Phosphorus	1.81	ppm
Physical Analysis		
Specific Gravity	1.21	g/cm <sup>3</sup>
Color	10.00	CU
Temperature	15.8	Deg C
Percentage HF	0.31	%
Low Arsenic (< 5 ppm)	25	PASS

Product meets ANSI/AWWA Standard B703-19, and is classified by UL to ANSI/NSF Standard 60. Maximum use level for potable water treatment is 6.0 mg/L


  
QC Lab Supervisor - Red Hill



PCS SALES (USA) INC.

**Certificate Of Analysis**

AURORA Division - North Carolina, USA

Shipment Number: 9204159-1	Car Number: SHPX206887	Train Number:	Date Shipped: 24 Jan 2025																																	
Sold To: UNIVAR SOLUTIONS USA, INC. ACCOUNTS PAYABLE 6000 PARKWOOD PLACE DUBLIN, OH 43016		Ship To: UNIVAR USA INC 8979 SEEGER INDUSTRIAL DR. BERKELEY ST LOUIS, MO 63134-999																																		
Sold To PO: 4527414660		Ship To PO:																																		
Product: HFSA		Quantity: 98.650 ST																																		
Product Description: 23 PCT FLUOSILICIC ACID (HFSA)		Gross Weight: 255200 Tare Weight: 57900 Net Weight: 197300 LB																																		
<table><thead><tr><th>Analytical</th><th>Value</th><th>Units</th></tr></thead><tbody><tr><td>H<sub>2</sub>SiF<sub>6</sub></td><td>24.1800</td><td>%</td></tr><tr><td>APHA COLOR</td><td>9.0000</td><td>apha</td></tr><tr><td>AS + PB</td><td>9.8000</td><td>ppm</td></tr><tr><td>HF</td><td>0.5600</td><td>%</td></tr><tr><td>AS</td><td>8.1000</td><td>ppm</td></tr><tr><td>PB</td><td>1.7000</td><td>ppm</td></tr><tr><td>SOLIDS</td><td>PASS</td><td></td></tr><tr><td>SP.GR.</td><td>1.2240</td><td></td></tr><tr><td>TEMP</td><td>63.5000</td><td>F</td></tr><tr><td>P2O5</td><td>0.0200</td><td>%</td></tr></tbody></table>				Analytical	Value	Units	H <sub>2</sub> SiF <sub>6</sub>	24.1800	%	APHA COLOR	9.0000	apha	AS + PB	9.8000	ppm	HF	0.5600	%	AS	8.1000	ppm	PB	1.7000	ppm	SOLIDS	PASS		SP.GR.	1.2240		TEMP	63.5000	F	P2O5	0.0200	%
Analytical	Value	Units																																		
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SOLIDS	PASS																																			
SP.GR.	1.2240																																			
TEMP	63.5000	F																																		
P2O5	0.0200	%																																		
<div style="text-align: right;"> Laboratory Supervisor</div>																																				
Remarks: WE CERTIFY THAT PRODUCT LOADED INTO THE VESSEL MEETS AWWA STANDARD B703 AND NSF/ANSI/CAN STANDARD 60 REQUIREMENTS. MAXIMUM DOSAGE 5 MG/L.																																				



The Public Health and Safety Organization

## NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, June 10, 2025** 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=pcs&ChemicalName=Hydrofluosilicic+Acid&PlantState=North+Carolina+NC&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=pcs&ChemicalName=Hydrofluosilicic+Acid&PlantState=North+Carolina+NC&)

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

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#### PCS Sales DBA Nutrien

3005 Rocky Mountain Avenue

Loveland, CO 80538

United States

970-685-3300

**Facility :** Aurora, NC

#### Fluosilicic Acid

##### *Trade Designation*

Fluosilicic Acid

##### *Product Function*

Fluoridation

##### *Max Use*

5mg/L

---

Number of matching Manufacturers is 1

Number of matching Products is 1

Processing time was 0 seconds

**Safety Data Sheet**  
**HYDROFLUOSILICIC ACID SOLUTION**

Version 1.6

Revision Date: 11/13/2023

**SECTION 1. PRODUCT AND COMPANY IDENTIFICATION****Product name** : HYDROFLUOSILICIC ACID SOLUTION**Recommended use of the chemical and restrictions on use****Recommended use** : Reserved for industrial and professional use.**Restrictions on use** : None known.**Manufacturer or supplier's details****Company** : Univar Solutions USA  
**Address** : 3075 Highland Pkwy Suite 200  
Downers Grove, IL 60515  
United States of America (USA)**Emergency telephone number:**

Transport North America: CHEMTREC (1-800-424-9300)

CHEMTREC INTERNATIONAL Tel # 703-527-3887

**Additional Information:** : Responsible Party: Product Compliance Department

E-mail: SDSNA@univarsolutions.com

SDS Requests: 1-855-429-2661

Website: www.univarsolutions.com

**SECTION 2. HAZARDS IDENTIFICATION****GHS Classification****Corrosive to metals** : Category 1**Acute toxicity (Oral)** : Category 4**Acute toxicity (Dermal)** : Category 3**Skin corrosion** : Category 1**Serious eye damage** : Category 1**GHS label elements****Hazard pictograms** :**Signal word** : Danger**Hazard statements** : H290 May be corrosive to metals.  
H302 Harmful if swallowed.  
H311 Toxic in contact with skin.  
H314 Causes severe skin burns and eye damage.**Precautionary statements** : **Prevention:**  
P234 Keep only in original container.  
P264 Wash skin thoroughly after handling.  
P270 Do not eat, drink or smoke when using this product.  
P280 Wear protective gloves/ protective clothing/ eye protection/ face protection.

**Safety Data Sheet**  
**HYDROFLUOSILICIC ACID SOLUTION**

Version 1.6

Revision Date: 11/13/2023

**Response:**

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

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

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

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

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

P362 Take off contaminated clothing and wash before reuse.

P390 Absorb spillage to prevent material damage.

**Storage:**

P405 Store locked up.

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

**Disposal:**

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

**Other hazards**

None known.

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

Substance / Mixture : Mixture

**Hazardous components**

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

Actual concentration is withheld as a trade secret

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

**Synonyms** : HFS; Fluorosilicic Acid; Hydrofluorosilicic Acid,**SECTION 4. FIRST AID MEASURES**

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

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

**In case of skin contact** : Immediate medical treatment is necessary as untreated wounds from corrosion of the skin heal slowly and with difficulty.

## Safety Data Sheet

### HYDROFLUOSILICIC ACID SOLUTION

Version 1.6

Revision Date: 11/13/2023

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

#### SECTION 5. FIREFIGHTING MEASURES

Suitable extinguishing media	<p>: Carbon dioxide (CO<sub>2</sub>)          Foam          Dry powder          Water mist</p>
Unsuitable extinguishing media	<p>: High volume water jet</p>
Specific hazards during fire-fighting	<p>: Do not allow run-off from fire fighting to enter drains or water courses.</p>
Hazardous combustion products	<p>: No hazardous combustion products are known</p>
Further information	<p>: Collect contaminated fire extinguishing water separately. This must not be discharged into drains.          Fire residues and contaminated fire extinguishing water must be disposed of in accordance with local regulations.</p>
Special protective equipment for firefighters	<p>: Wear self-contained breathing apparatus for firefighting if necessary.</p>

#### SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures	<p>: Use personal protective equipment.</p>
Environmental precautions	<p>: Prevent product from entering drains.          Prevent further leakage or spillage if safe to do so.          If the product contaminates rivers and lakes or drains inform respective authorities.</p>
Methods and materials for	<p>: Neutralize with chalk, alkali solution or ammonia.</p>

## Safety Data Sheet

### HYDROFLUOSILICIC ACID SOLUTION

Version 1.6

Revision Date: 11/13/2023

containment and cleaning up

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

#### SECTION 7. HANDLING AND STORAGE

Advice on protection against fire and explosion : Normal measures for preventive fire protection.

Advice on safe handling : Do not breathe vapours/dust.  
Avoid contact with skin and eyes.  
For personal protection see section 8.  
Smoking, eating and drinking should be prohibited in the application area.  
To avoid spills during handling keep bottle on a metal tray.  
Dispose of rinse water in accordance with local and national regulations.

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

Materials to avoid : Do not store near acids.

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

##### Components with workplace control parameters

CAS-No.	Components	Value type (Form of exposure)	Control parameters / Permissible concentration	Basis
7664-39-3	Hydrofluoric acid	TWA	0.5 ppm (Fluorine)	ACGIH
		C	2 ppm (Fluorine)	ACGIH
		TWA	3 ppm 2.5 mg/m3	NIOSH REL
		C	6 ppm 5 mg/m3	NIOSH REL
		TWA	3 ppm	OSHA Z-2
		TWA	3 ppm (Fluorine)	OSHA P0
		STEL	6 ppm (Fluorine)	OSHA P0
		TWA	0.5 ppm (Fluorine)	ACGIH
		C	2 ppm (Fluorine)	ACGIH
		TWA	3 ppm	OSHA P0

## Safety Data Sheet

### HYDROFLUOSILICIC ACID SOLUTION

Version 1.6

Revision Date: 11/13/2023

			(Fluorine)	
		STEL	6 ppm (Fluorine)	OSHA P0
		PEL	0.4 ppm 0.33 mg/m3 (Fluorine)	CAL PEL
		STEL	1 ppm 0.83 mg/m3 (Fluorine)	CAL PEL

#### Personal protective equipment

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

#### Hand protection

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

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

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

Hygiene measures : Avoid contact with skin, eyes and clothing.  
When using do not eat or drink.  
When using do not smoke.  
Wash hands before breaks and immediately after handling the product.

#### SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance : liquid

Colour : Clear, colorless, Straw color

Odour : pungent

Odour Threshold : No data available

pH : 1 - 2

Freezing Point (Melting point/freezing point) : -20 °C (-4 °F)

Boiling Point (Initial boiling point and boiling range) : 136 - 163 °C (277 - 325 °F)

Flash point : does not flash

Evaporation rate : No data available

Flammability (solid, gas) : No data available

**Safety Data Sheet**  
**HYDROFLUOSILICIC ACID SOLUTION**

Version 1.6

Revision Date: 11/13/2023

Upper explosion limit	: No data available
Lower explosion limit	: No data available
Vapour pressure	: No data available
Relative vapour density	: No data available
Relative density	: 1.2 @ 25 °C (77 °F) Reference substance: (water = 1)
Density	: 10.17 lb/gal @ 20 °C (68 °F)
Solubility(ies)	
Water solubility	: Miscible
Solubility in other solvents	: No data available
Partition coefficient: n-octanol/water	: No data available
Auto-ignition temperature	: No data available
Thermal decomposition	: No data available

**SECTION 10. STABILITY AND REACTIVITY**

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

**SECTION 11. TOXICOLOGICAL INFORMATION****Acute toxicity****Product:**

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

**Components:****7664-39-3:**

Acute oral toxicity	: Assessment: The component/mixture is highly toxic after single ingestion. Remarks: No data available
---------------------	---

**Safety Data Sheet****HYDROFLUOSILICIC ACID SOLUTION**

Version 1.6

Revision Date: 11/13/2023

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

**Skin corrosion/irritation****Product:**

Remarks: Extremely corrosive and destructive to tissue.

**Components:****16961-83-4:**

Species: Rat

Result: Causes burns.

**7664-39-3:**

Species: Rabbit

Result: Causes severe burns.

**Serious eye damage/eye irritation****Product:**

Remarks: May cause irreversible eye damage.

**Components:****7664-39-3:**

Species: Rabbit

Result: Risk of serious damage to eyes.

**Germ cell mutagenicity****Components:****7664-39-3:**

Genotoxicity in vitro : Test Type: Ames test  
Species: Salmonella typhimurium  
Result: negative

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

Germ cell mutagenicity - Assessment : Tests on bacterial or mammalian cell cultures did not show mutagenic effects.

**Carcinogenicity****Components:****7664-39-3:**

**Safety Data Sheet****HYDROFLUOSILICIC ACID SOLUTION**

Version 1.6

Revision Date: 11/13/2023

Species: Rat  
NOAEL: 25 mg/kg bw/day

Carcinogenicity - Assessment  
**IARC**

: Not classifiable as a human carcinogen.

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

**OSHA**

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

**NTP**

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

**Reproductive toxicity****Components:****7664-39-3:**

Reproductive toxicity - Assessment

: Fertility classification not possible from current data.

Teratogenicity - Assessment

: Embryotoxicity classification not possible from current data.

**Further information****Product:**

Remarks: No data available

---

**SECTION 12. ECOLOGICAL INFORMATION****Ecotoxicity****Components:****7664-39-3:**

Toxicity to fish

: Remarks: No data available

Toxicity to daphnia and other aquatic invertebrates

: EC50 (Daphnia magna (Water flea)): 97 mg/l  
Exposure time: 48 h

Toxicity to algae

: Remarks: No data available

**Persistence and degradability**

No data available

**Bioaccumulative potential**

No data available

**Safety Data Sheet**  
**HYDROFLUOSILICIC ACID SOLUTION**

Version 1.6

Revision Date: 11/13/2023

**Mobility in soil**

No data available

**Other adverse effects****Product:**

Ozone-Depletion Potential : Regulation: 40 CFR Protection of Environment; Part 82 Protection of Stratospheric Ozone - CAA Section 602 Class I Substances  
Remarks: This product neither contains, nor was manufactured with a Class I or Class II ODS as defined by the U.S. Clean Air Act Section 602 (40 CFR 82, Subpt. A, App.A + B).

Additional ecological information : No data available

**SECTION 13. DISPOSAL CONSIDERATIONS****Disposal methods**

Waste from residues : Dispose of in accordance with all applicable local, state and federal regulations.  
For assistance with your waste management needs - including disposal, recycling and waste stream reduction, contact Univar Solutions ChemCare: 1-800-637-7922  
  
Do not dispose of waste into sewer.  
Do not contaminate ponds, waterways or ditches with chemical or used container.  
Send to a licensed waste management company.

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

**SECTION 14. TRANSPORT INFORMATION****DOT (Department of Transportation):**

UN1778, Fluorosilicic acid, 8, II

**IATA (International Air Transport Association):**

UN1778, Fluorosilicic acid, 8, II

**IMDG (International Maritime Dangerous Goods):**

UN1778, FLUOROSILICIC ACID, 8, II

**SECTION 15. REGULATORY INFORMATION****EPCRA - Emergency Planning and Community Right-to-Know Act****CERCLA Reportable Quantity**

## Safety Data Sheet

# HYDROFLUOSILICIC ACID SOLUTION

Version 1.6

Revision Date: 11/13/2023

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

\*: Calculated RQ exceeds reasonably attainable upper limit.

### SARA 304 Extremely Hazardous Substances Reportable Quantity

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

\*: Calculated RQ exceeds reasonably attainable upper limit.

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

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

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

### Clean Air Act

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

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

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

### Clean Water Act

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

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

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

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

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

### Massachusetts Right To Know

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

### Pennsylvania Right To Know

7732-18-5 Water  
16961-83-4 Fluorosilicic Acid  
7647-01-0 Hydrochloric acid

## Safety Data Sheet

# HYDROFLUOSILICIC ACID SOLUTION

Version 1.6

Revision Date: 11/13/2023

7664-39-3

Hydrofluoric acid

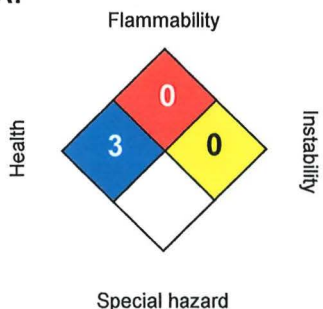
**California Prop 65**

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

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

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

## SECTION 16. OTHER INFORMATION

**NFPA:**

**HMIS III:**

HEALTH	3/
FLAMMABILITY	0
PHYSICAL HAZARD	0

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

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

Revision Date

: 11/13/2023

## Safety Data Sheet

### HYDROFLUOSILICIC ACID SOLUTION

Version 1.6

Revision Date: 11/13/2023

**Material number:**

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

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

FURNISH AND DELIVER FLUOROSILICIC ACID  
TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER  
FOR ONE YEAR FROM AUGUST 1, 2025, THROUGH JULY 31, 2026  
PROJECT NO: 202500076

AGREEMENT

This Agreement, effective July 23, 2025 (“Effective Date”), is by and between

**ERIE COUNTY WATER AUTHORITY**  
295 Main Street, Room 350  
Buffalo, New York 14203

hereinafter referred to as the “Authority,” and

**UNIVAR SOLUTIONS USA, LLC**  
200 Dean Sievers Place  
Morrisville, Pennsylvania 19067

hereinafter referred to as the “Supplier.”

The Authority seeks to enter into a contract with the Supplier to furnish and deliver Fluorosilicic Acid upon the terms and conditions stated in this Agreement.

In consideration of the mutual promises set forth in this Agreement, the Authority and the Supplier agrees as follows:

**ARTICLE 1 – THE PROCUREMENT**

**1.01** The Supplier agrees to furnish and deliver Fluorosilicic Acid at the pricing set forth in Article 4 of this Agreement. The Authority will notify the Supplier periodically throughout the duration of this Agreement when Fluorosilicic Acid is to be delivered and in what quantities.

**1.02** The Supplier shall furnish Fluorosilicic Acid that meet the specifications which are attached to, and incorporated in, this Agreement as Section 01200SF.

- A. The Fluorosilicic Acid must conform to the requirements of the latest version of AWWA Standard B703. The Fluorosilicic Acid should be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI 60 (Drinking Water Treatment Chemicals – Health Effects).
- B. The Supplier agrees to abide by all environmental laws and regulations relating to the sale and transport of Fluorosilicic Acid. The Supplier agrees to hold the Authority harmless for any liabilities arising from any breach by the Supplier of any applicable environmental law or regulation.

**1.03** In response to the Authority's Invitation to Bid, the Supplier submitted and signed Bid Documents and a Proposal, a copy of which are attached to, and incorporated in, this Agreement as the Bid Documents and Bid Form Supplements. (*See* Section 00400SF).

**1.04** This Agreement shall remain in effect from August 1, 2025, through July 31, 2026. The parties may agree in writing to extend this Agreement under the same terms and conditions, or upon such terms and conditions acceptable to the Authority, for two (2) additional one (1) year terms.

## **ARTICLE 2 – COMPLIANCE**

**2.01** The Authority and the Supplier shall comply with all applicable federal, state, or local laws and regulations and all applicable Authority policies and procedures.

**2.02** The Supplier shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the laws of the State of New York. In response to the Authority's Invitation to Bid, the Supplier submitted and signed the Public Authorities Law forms, a copy of which are attached to, and incorporated in, this Agreement. (*See* Section 00400SF).

**2.03** The Supplier shall comply with the provisions set forth in State Finance Law §§ 139-j and 139-k. In response to the Authority's Invitation to Bid, the Contractor signed and submitted, in accordance with the provisions set forth in the State Finance Law Forms A, B, and C, a copy of which are attached to, and incorporated in, this Agreement. (*See* Section 00400SF).

**2.04** By executing this Agreement, the Supplier affirms under the penalties of perjury that there was no collusion in the bid submitted to the Authority, upon which forms the basis of this Agreement.

**2.05** The Supplier shall comply with the provisions of the Human Rights Law (Executive Law § 290, *et. seq.*) and Labor Law § 201-g of the laws of the State of New York. In response to the Authority's Invitation for Bids, the Contractor submitted and signed the Statement Regarding Prevention of Unlawful Discriminatory Practices, a copy of which is attached to, and incorporated in, this Agreement. (*See* Section 00400SF).

**2.06** The Supplier shall comply with the provisions of the Shield Act, codified as General Business Law § 899-aa of the laws of the State of New York.

**2.07** If the Supplier, its employees, agents and subcontractors wish to access any Authority property, they must notify the Authority's Security Officer and provide the following information: (a) government-issued photo identification for all site visitors; (b) a detailed statement indicating the purpose for the site visit; (c) the proposed date and time for the site visit; (d) the estimated start and finish time for the site visit; and (e) any additional information reasonably requested by the Authority's Security Officer. No person may visit any Authority property without the authorization of the Authority and/or its Security Officer. While on Authority property, the Supplier's employees and representatives shall comply with the specific applicable security and access rules established by the Authority's Security Officer.

**2.08** Whenever the Authority is operating under a Declaration of Emergency due to a pandemic, the Supplier, its employees, and agents shall comply with all health and safety rules and regulations adopted by the State of New York, the County of Erie, or the Authority including, but not limited to, completing a health screening questionnaire, using personal protective face masks, or complying with any testing or vaccination requirements before entering any Authority property.

### **ARTICLE 3 – PRICING AND DELIVERY SCHEDULE**

**3.01** The Supplier agrees the unit price for Fluorosilicic Acid under this Agreement shall remain firm until all materials and goods are delivered. The Supplier understands no cost increase shall be charged for any reason whatsoever.

**3.02** The parties agree the prices on which this Agreement is based shall be FOB to the point of delivery. In its Bid Proposal, the Supplier submitted a proposed unit price payment for the items outlined in §4.01 of this Agreement and included all freight, cartage, rigging, posting, and other transportation charges in such proposed unit price payment pursuant to the Instructions to Bidders (Section 00200SF). Under no circumstances will the Authority be responsible for any freight, cartage, rigging, postage, or other transportation charges relating to furnishing Fluorosilicic Acid to the delivery site.

**3.03** The Supplier shall deliver Fluorosilicic Acid as specified within the specifications. The Authority will determine the quantity of Fluorosilicic Acid to be supplied by the Supplier during the term of this Agreement. In its Invitation to Bid, the Authority estimated the quantity of Fluorosilicic Acid it expects to order from the Supplier. The Supplier is not entitled to any adjustment in the unit price as a result of changes in these items ranging from zero to any quantity. The Supplier shall not make any claim for anticipated profits, loss of profits or for other damages as a result of changes in the quantities actually purchased.

**3.04** The Supplier shall deliver the Fluorosilicic Acid within seven (7) days of receipt of an Authority Purchase Order. No Fluorosilicic Acid shall be delivered unless ordered by the Authority. The Supplier's failure to timely deliver an order shall constitute a material breach of this Agreement for which the Authority may seek and recover damages, including attorney's fees and other expenses.

No extensions of time will be granted except in writing by the Authority's Executive Engineer, in the Authority's sole discretion. The parties agree that time is of the essence for this Agreement.

A. The Fluorosilicic Acid is to be delivered to the Authority's Water Treatment Plants as indicated on an Authority Purchase Order. The locations for delivery will be as follows:

1. Sturgeon Point Water Treatment Plant, 722 Sturgeon Point Road, Derby, New York 14047.
2. Jerome D. Van de Water Water Treatment Plant, 3750 River Road (Route 266) Tonawanda, New York 14150.

B. All deliveries will be made on weekdays between 8:00 a.m. and 3:00 p.m.

**3.05** The Authority is exempt from taxation. The Supplier shall not invoice the Authority for any state or local excise, sales, use, freight or transport or any other form of tax unless the laws of the State of New York specifically levies such tax on a public benefit corporation.

#### **ARTICLE 4 – PAYMENT FOR MATERIALS AND SUPPLIES**

**4.01** The Supplier agrees to supply, furnish and deliver Fluorosilicic Acid to the Authority's Service Center at the unit prices set forth below.

- A. The Supplier agrees to accept the unit price of **\$500.00** for furnishing, delivering, and unloading each liquid ton of Fluorosilicic Acid to the Sturgeon Point Water Treatment Plant
- B. The Supplier agrees to accept the unit price of **\$500.00** for furnishing, delivering, and unloading each liquid ton of Fluorosilicic Acid to the Jerome D. Van de Water Water Treatment Plant.
- C. Payment for each shipment shall be calculated on the basis of the following formula:  
Amount of Payment = (Net weight received in liquid tons) x (A/B) x (Unit price)  
Where:
  - A is the concentration of fluorosilicic acid in the shipment as determined by the sampling and test methods AWWA Standard B703, Section 5.2.4.
  - B is the concentration of fluorosilicic acid as specified in the Bidder's Proposal = 25%.
  - The Unit Price is the dollar per ton, as specified in paragraph 4.01.A and 4.01.B.

**4.02** The Supplier agrees to submit shipment invoices that clearly and correctly indicate and include the following:

- A. Delivery location.
- B. Actual total weight of shipment in liquid tons, as calculated based on weight ticket.
- C. Actual percent concentration of fluorosilicic acid, as determined by the required sampling and testing.
- D. Certified sampling and testing results of shipment.
- E. Certified weight ticket of shipment.

**4.02** The Supplier shall be responsible for the payment of all freight, cartage, rigging, postage, or other transportation charges relating to furnishing Fluorosilicic Acid.

**4.03** The Supplier agrees and understands the Authority will not pay interest or late charges or refund discount amounts taken after the discount period. All materials and supplies shall be priced as of the date of invoice or delivery, whichever is lower.

**4.04** The Authority reserves the right to audit the Supplier's records to verify bills submitted and representations made. For this purpose, the Supplier agrees to make company records available for inspection upon written notice by the Authority. The Authority shall have two years from the date of Supplier's final bill to complete its audit. If the audit establishes an overcharge, the Supplier agrees to refund the excess.

## **ARTICLE 5 – GENERAL PROVISIONS**

**5.01 Subcontract and Assignments:** The Supplier may not subcontract or delegate any of the obligations of the Contractor without the express written consent of the Authority's Executive Staff. The Authority and the Contractor bind themselves and their successors, administrators, and assigns to the terms of this Agreement. The Supplier shall not assign, sublet or transfer its interest in the Agreement without the written consent of the Authority.

**5.02 Amendments:** The parties agree any modifications or variations from the terms of this Agreement must be in writing, authorized by a resolution of the Board of Commissioners of the Authority, and signed by all parties to be effective.

**5.03 Right to Terminate:** The Authority reserves the right to terminate the Supplier's procurement at any time, without cause, based on seven (7) days' written notice. The Supplier shall not be entitled to further compensation or lost profit and shall furnish and deliver only such materials and supplies, after notification of termination, as the Authority directs.

**5.04 Indemnification:**

- A. To the fullest extent permitted by law, the Supplier agrees to indemnify and hold the Authority harmless from all third party claims, liabilities, damages, and costs (including all reasonable attorney's fees, and cost of defense) to which the Authority, its officers, directors and employees may be subject to, arising out of the death or bodily injury to any person or the destruction or damage to any property to the extent caused by the negligent acts, errors or omissions, or willful misconduct of the Supplier's performance under this Agreement and those of its subcontractors or anyone for whom the Supplier is legally liable.
- B. To the fullest extent permitted by law, the Authority agrees to indemnify and hold the Supplier harmless from all third-party claims, liabilities, damages and costs (including all reasonable attorney's fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the Authority, its contractors, engineers, or anyone for whom the Authority is legally liable.

**5.05 Insurance:**

- A. The Supplier agrees to secure and maintain such insurance as will protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom in the amounts indicated on Appendix B.

- B. The Supplier agrees to provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of this Agreement.
- C. The Supplier agrees to provide Certificates of Insurance certifying the coverage required by this provision.
- D. The Supplier agrees to provide the name of an employee who will be responsible for providing the Authority with current and updated Certificates of Insurance. The Authority will require the name of the employee, the employee's phone number and email address.

**5.06 Warranty:** Unless otherwise stated in this Agreement, the Supplier agrees that the warranties as prescribed by the laws of the State of New York are and will remain in effect; that this warranty and the time to exercise said warranty in effect at the time of the breach, if any, caused by any breach or by any hidden or latent defect will be as prescribed by the laws of the State of New York. The Supplier's obligation under this section is independent of any other obligations stated in this Agreement.

**5.07 New York Law and Jurisdiction:** Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the Supplier and the Authority shall be governed, interpreted and decided by a court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.

**5.08 Conflicts of Interest:** The Supplier represents that it has advised the Authority in writing prior to the date of signing this Agreement of any relationships with third parties, including competitors of the Authority, which would present a conflict of interest with the rendering of the services, or which would prevent the Supplier from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Supplier will advise the Authority of any such relationships that arise during the term of this Agreement. The Authority shall then have the option to terminate the Agreement without being subject to further obligations under its terms, except for the payment for material and supplies already furnished by the Supplier. So long as the Supplier reports such a conflict as required by this section, the Supplier will have no further obligations under the terms of this Agreement.

**5.09 Additional Conditions:** The Supplier and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to the delivery of materials and supplies to be furnished. The parties agree to negotiate in good faith to agree upon such additional terms.

**5.10 Entire Agreement:** This Agreement constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein. This Agreement supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than those herein expressed. No subsequent agreement made between the parties shall be binding on either party

unless reduced to writing and signed by an authorized officer of the party sought to be bound by such agreement.

**5.11 Independent Status:** Nothing contained in the Agreement shall be construed to render either the Authority or the Supplier, an owner, member, officer, partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the Supplier shall remain an independent contractor responsible for its own actions. The Supplier is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

**5.12 Doing Business Status:** The Supplier represents it is qualified to do business in the State of New York and has registered with the New York Secretary of State.

**5.13 Gratuities, Illegal or Improper Schemes:**

- A. The Supplier shall prohibit its agents, employees, and consultants from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties.
- B. The Supplier or its employees shall not, under circumstances which might be reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the Authority.
- C. The Authority may terminate this Agreement or any purchase order, if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a Supplier, the Supplier's agent or representative to any Authority official or employee with a view towards securing favorable treatment with respect to the awarding of this Agreement or the performance of the Agreement or purchase order.
- D. The Authority may also terminate this Agreement or purchase order if it is determined that the Supplier engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of the Agreement or purchase order. If it is determined that said improper or illegal acts occurred, the Authority shall be entitled to terminate the Agreement or purchase order and/or exercise any other remedy available to it under existing law.

**5.14 Notice:** Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses hereinbefore stated. Any change in such addresses shall be required to be in writing to the other party and acknowledged as such.

## **ARTICLE 6 – SEVERABILITY**

**6.01** Any provision or part of the Agreement held to be void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties, which agrees that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid enforceable provision that comes as close as

possible to expressing the intent of the stricken provision. The validity and enforceability of all other provisions of this Agreement shall not otherwise be affected.

#### **ARTICLE 7 – EXECUTORY CLAUSE**

**7.01** The parties agree and understand that this Agreement shall be executory to the extent of funds have been budgeted and appropriated by the Authority. The Authority shall not submit any purchase order without first determining whether funds have been budgeted and appropriated to pay for such procurement. If the Authority’s Comptroller rejects or holds an invoice submitted by the Supplier due to a lack of funds in the appropriate budget line, the Supplier’s only remedy would be (1) to await for a budget transfer to be approved or (2) to accept a return of the materials and supplies FOB to the point of delivery to the Supplier. The Authority shall not be subject to any further liability.

#### **ARTICLE 8 – TERMINATION**

**8.01** The Authority reserves the right to terminate this Agreement in the event it is found that the Certification filed by the Supplier in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Supplier in accordance with the written notification terms of this Agreement.

#### **ERIE COUNTY WATER AUTHORITY**

By \_\_\_\_\_  
Jerome D. Schad, Chair

#### **UNIVAR SOLUTIONS USA, LLC**

By \_\_\_\_\_  
Ileana Caballero, Municipal Specialist

STATE OF NEW YORK     )  
COUNTY OF ERIE         ) ss:

On the \_\_\_\_\_ day of July, in the year 2025, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York, that he is the Chair of the Board of Commissioners for the Erie County Water Authority described in the above instrument; and that he signed his name thereto by order of the Board of Commissioners.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK         )  
COUNTY OF \_\_\_\_\_     ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2025, before me personally came Ileana Caballero to me known, who, being by me duly sworn, did depose and say that she resides in \_\_\_\_\_ that she is the Municipal Specialist of the Limited Liability Company described in the above instrument; and that she signed her name thereto by order of said LLC.

\_\_\_\_\_  
Notary Public

++ END OF SECTION ++

SECTION 01100SF  
SUMMARY OF WORK

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Furnishing, delivering, and unloading, FOB to the point of delivery, Fluorosilicic Acid to the Erie County Water Authority's (the "Authority") Water Treatment Plants described below:
1. Sturgeon Point Water Treatment Plant  
722 Sturgeon Point Road  
Derby, New York 14047
  2. Van de Water Water Treatment Plant  
3750 River Road (Route 266)  
Town of Tonawanda, New York 14150

1.02 QUALITY ASSURANCE (NOT USED)

1.03 DAMAGES

- A. Any damages found to be the direct result of the Supplier's performance of services will be the responsibility of the Supplier. This shall include repair or replacement of any equipment or structure damaged by the Supplier while performing the services of this Contract.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

++ END OF SECTION ++

## SECTION 01200SF

### TECHNICAL SPECIFICATIONS FOR FLUOROSILICIC ACID

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION

- A. Scope: The Supplier shall furnish, deliver, and unload, F.O.B. to the point of delivery, Fluorosilicic Acid ( $\text{H}_2\text{SiF}_6$ ) to the Erie County Water Authority's Sturgeon Point Water Treatment Plant, and Van De Water Water Treatment Plant as described below.

##### 1.02 QUALITY ASSURANCE

- A. The Supplier is to furnish one (1) copy of the Safety Data Sheet (SDS) with their bid and with each shipment delivered.
- B. Fluorosilicic Acid shall conform to the requirements of the Safe Drinking Water Act and other federal regulations for potable water systems as applicable, AWWA Standard B703-19 or the latest version, (Fluorosilicic Acid) except as modified herein.
- C. Fluorosilicic Acid shall be certified as suitable for contact with, or treatment of, drinking water by an accredited certification organization in accordance with SPAC for impurities regulated under Appendix B and NSF/ANSI 60 (Drinking Water Treatment Chemicals - Health Effects).
- D. ***An affidavit of compliance with this specification is required and shall be submitted with the bid.*** Maximum use level for potable water treatment is 5-6.0 mg/L or less.
- E. Each shipment shall be sampled and tested by the Supplier in accordance with the latest version of AWWA Standard B703. The Supplier shall furnish the AUTHORITY a Certificate of Analysis (COA) with each shipment, no exceptions. At a minimum, the COA shall include the following information:
  - 1. Date of Assay
  - 2. Manufacturer and manufacturing location
  - 3. Manufacturing lot reference
  - 4. NSF Standard 60 Certification
  - 5.  $\text{H}_2\text{SiF}_6$  concentration (wt%) and AWWA test method used
  - 6. Density @ 20 degrees Celsius and 1 atm
  - 7. Free Hydrofluoric acid as HF wt% and test Method used
  - 8. Arsenic content mg/kg and test method used
  - 9. Lead content mg/kg and test method used
  - 10. Heavy metals as Pb wt% and test method used

- F. Nonconforming shipments shall be rejected.

## PART 2 – PRODUCTS

### 2.01 Fluorosilicic Acid – **BASE BID**

- A. The Supplier shall furnish a highly purified Fluorosilicic Acid ( $\text{H}_2\text{SiF}_6$ ), manufactured calcium fluoride product of virgin raw materials.
- B. The highly purified Fluorosilicic Acid shall be produced by means of a dedicated manufacturing process and shall not originate as a by-product of any other manufacturing processes.
- C. The Fluorosilicic Acid shall not contain soluble materials, organic substances, or heavy metal contaminants (lead as Pb < 1.0 mg/kg, and arsenic As < 3.0 mg/kg) in quantities capable of producing deleterious or injurious effect on the health of those consuming water that has been properly treated with the fluorosilicic acid.
- D. Individual impurities (except Pb and As) defined in Table 1 of AWWA B703-19 (or latest version) shall not exceed the values defined under Maximum Allowed Concentrations in  $\text{H}_2\text{SiF}_6$ . The total concentration of all impurities in Table 1 of AWWA B703-19 (or latest version) shall not exceed 0.020% by weight. Analysis of these impurities shall be performed in accordance with Table 2 of AWWA B703-19 (or latest version) – Impurity analytic methods.
- E. The solution shall have a Fluorosilicic Acid content of between 23% and 26%  $\text{H}_2\text{SiF}_6$  by weight. Specific gravity shall be not less than 1.18 and not more than 1.27.
- F. Fluorosilicic Acid shall be clean and free of suspended matter.
- G. The Fluorosilicic Acid shall be a colorless liquid with a maximum of 20 units in accordance with method SM2120B, visual comparison method.

### 2.02 Fluorosilicic Acid – **ALTERNATE BID**

- A. The Fluorosilicic Acid shall not contain soluble materials, organic substances, or contaminants (heavy metals, lead as Pb, and arsenic as As) in quantities capable of producing deleterious or injurious effect on the health of those consuming water that has been properly treated with the fluorosilicic acid.
- B. Individual impurities defined in Table 1 of AWWA B703-19 (or latest version) shall not exceed the values defined under Maximum Allowed Concentrations in  $\text{H}_2\text{SiF}_6$ . The total concentration of all impurities shall not exceed 0.020% by weight. Analysis of these impurities shall be performed in accordance with Table 2 of AWWA B703-19 (or latest version) – Impurity analytic methods

- C. The solution shall have a Fluorosilicic Acid content of between 23% and 26%  $\text{H}_2\text{SiF}_6$  by weight. Specific gravity shall not be less than 1.18 and not more than 1.27.
- D. Fluorosilicic Acid shall be clean and free of suspended matter..
- E. The Fluorosilicic Acid color shall be a maximum of 100 units in accordance with method SM2120B, visual comparison method.

## PART 3 - EXECUTION

### 3.01 SITE INSPECTION

- A. Bidders shall be familiar with sites to determine the utilities available, the pumping requirements, the site conditions, the connecting facilities necessary and all other items pertinent to their bid and performance of contract. If requested, the Authority will enable Bidder to visit the site above prior to placing a Bid. To schedule a site visit, Bidders shall contact:  
Daniel J. Seider, PE, Director of Production  
ERIE COUNTY WATER AUTHORITY  
3030 Union Road  
Cheektowaga, New York 14227  
716 685-8323 (Office)  
Email: dseider@ecwa.org

### 3.02 Delivery and unloading.

- A. Bulk quantities of product shall be delivered by bulk tanker holding approximately 40,000 to 45,000 pounds and sealed with a unique number, tamper-evident seal.
  - 1. The seal number shall be recorded and disclosed on shipping documents such as the Bill of Lading.
  - 2. Seals shall be inspected upon receipt of the product by the purchaser, and evidence of tampering or removal should be reported to the carrier and supplier.
  - 3. These seals shall be demonstrated intact to plant personnel prior to unloading product.
  - 4. Tankers without adequate seals shall be rejected and any associated shipping and handling or removal costs shall become the responsibility of the Supplier
- B. The Supplier shall provide at least 24-hour notice (by e-mail, fax, or telephone) prior to a shipment to the Authority's treatment plants.
- C. The name of the delivery operator and truck plate information shall be supplied to plant personnel prior to delivery.
- D. The delivery operator shall be required to present valid photo identification upon request.

- E. Delivery schedule.
1. The Supplier shall make deliveries in truckload quantities on Monday through Friday between the hours of 8:00 a.m. and 3:00 p.m. on dates as scheduled by the Authority.
  2. If requested, shipments must be received within seven (7) days after the Supplier is notified that a shipment is required.
  3. The Authority will accept changes in delivery schedules requested by the Supplier, provided that they do not interfere with the normal operation of the plant.
  4. The Authority also reserves the right to make reasonable changes in delivery schedules when necessary.
- F. Supplier and/or its Shipping Agent responsibilities.
1. It shall be the responsibility of the Supplier and/or its shipping agent to prevent any contamination of the Fluorosilicic Acid during the loading, delivery and unloading of the tank truck.
  2. General assistance to the Supplier and/or its shipping agent shall be provided. However, it shall be the responsibility of the Supplier and/or his shipping agent to provide all the necessary hose and adaptor fittings so that he can properly connect to the Authority's unloading stations.
  3. The driver delivering the product will notify the operator in responsible charge of the Treatment Plant before the shipment unloading begins.
  4. It shall be the responsibility of the driver delivering the product to make the necessary connections for unloading and to properly disconnect when the unloading is completed.
  5. The driver delivering the product is also required to clean up any spills which he may cause during the unloading operation.
- G. Equipment required to unload the Fluorosilicic Acid from the delivery truck into the storage tanks must be self-contained in the delivery truck and capable of unloading the tank truck in the allotted time.
- H. The Authority shall not be responsible for delays in unloading caused by either inadequate or faulty equipment supplied by the Supplier and/or its shipping agent.

### 3.02 Notice of nonconformance.

- A. The Authority will sample and test a shipment prior to unloading the shipment for its specific gravity.
1. In the event the specific gravity does not comply with the limits, the Authority shall reject the shipment.
  2. The Authority shall be exempt from any cost incurred for the rejection of a shipment that does not comply with the specification limits, or a hatch seal that has been broken prior to unloading.

- B. The Supplier shall retain a sample from each shipment sufficient in size to permit triplicate retests for each property in case of a discrepancy between the Supplier's analysis and the analysis made by the Authority.

### 3.03 Method of Payment.

- A. The Fluorosilicic Acid will be purchased by the liquid ton (2,000 pounds) based on the weights shown on the Supplier's scales and by the determination of the fluorosilicic acid content of each shipment.
- B. Payment for each shipment shall be calculated on the basis of the following formula: Amount of Payment = (Net weight received in liquid tons) x (A/B) x (Unit price)  
Where:
- A is the concentration of fluorosilicic acid in the shipment as determined by the sampling and test methods AWWA Standard B703, Section 5.2.4.
  - B is the concentration of fluorosilicic acid as specified in the Bidder's Proposal = 25%.
  - The Unit Price is the dollar per ton, as specified in the Section 00400SF, Bid Documents and Bid Form Supplements, page 2 and 3 (Base Bid) and page 4 (Alternate Bid).
- C. The Supplier's scales shall be tested and sealed periodically by an official sealer of weights and measures, and copies of certificates attesting thereto shall be submitted to the Authority.
- D. Each shipment shall be accompanied by a weight ticket which shall show the weight of the shipment, the serial number of the scale, the identification number of the truck and the date and hour of loading.
- E. The Authority reserves the right to reweigh any shipment on a tested and sealed scale of its own choosing.
- F. Each shipment invoice shall clearly indicate delivery location; the actual total weight of shipment in liquid tons, as calculated based on weight ticket; and the actual percent concentration of fluorosilicic acid, as determined by the required sampling and testing.

++ END OF SECTION ++

**APPENDIX B**  
**INSURANCE REQUIREMENTS**  
**ERIE COUNTY WATER AUTHORITY**

FURNISH AND DELIVER FLUOROSILICIC ACID  
TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER  
FOR ONE YEAR FROM AUGUST 1, 2025, THROUGH JULY 31, 2026  
PROJECT NO: 202500076

Insurance Specs:

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (the Authority). If a service or project, in the opinion of the Authority, represents an unusual or exceptional risk, the Authority may establish additional insurance requirements for that service or project. All insurance required herein shall be obtained at the sole cost and expense of the contractor, including deductibles and self-insured retentions, and shall be in full force and effect on the contract commencement date and for the duration of the contract. These requirements include but are not limited to the minimum insurance requirements.

Insurance Requirements:

a. **Workers Compensation:**

Part 1: Workers Compensation: Statutory

Part 2: Employers Liability: \$1,000,000.

Note: If New York State domiciled employees are used, coverage to be New York Statutory for both Parts 1 and 2

b. **New York Disability Benefits Liability:** Statutory coverage if New York State domiciled employees are used.

c. **Commercial General Liability:**

- \$2,000,000. General Aggregate
- \$2,000,000. Products/Completed Operations Aggregate
- \$1,000,000. Each Occurrence
- \$1,000,000. Personal Injury/Advertising Liability
- Erie County Water Authority to be scheduled as an Additional Insured for both on-going and completed operations (attach Additional Insured endorsement to Certificate of Insurance)
- Insurance to be primary and non-contributory

d. **Automobile Liability:**

- \$1,000,000. Each Accident
- Erie County Water Authority to be scheduled as an Additional Insured.

e. **Umbrella Liability:**

- \$5,000,000. Each Occurrence
- \$5,000,000. Aggregate
- Erie County Water Authority to be scheduled as an Additional Insured

**f. Pollution Liability**

- \$5,000,000. Per Claim
- \$5,000,000. Aggregate

Note: Site Pollution Liability Coverage shall be included for offsite disposal if applicable

Certificates of Insurance to be provided to the Authority prior to start of work as follows:

ACORD 25 including copy of Additional Insured Endorsement

**Note:** If coverage provided for NYS domiciled employees require Forms C 105.2 and DB 120.1 for Workers Compensation and NYS DBL.

Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract. Renewals of Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be received by the Authority 30 days prior to the expiration of the insurance policy period.

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract. Each insurance carrier issuing a Certificate of Insurance shall be rated by A. M. Best no lower than “A-” with a Financial Strength Code (FSC) of at least VII.

The vendor shall name the Authority, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies.

Any liability coverage on a “claims made” basis should be designated as such on the Certificate of Insurance. Such insurance shall continue through the term of this Agreement and vendor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Acts Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that vendor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

To avoid confusion with similar insurance company names and to properly identify the insurance company, please make sure that the insurer’s National Association of Insurance Commissioners (N.A.I.C.) identifying number or A. M. Best identifying number appears on the Certificate of Insurance. Also, at the top of the Certificate of Insurance, please list the project number.

Acceptance of a Certificate of Insurance and/or approval by the Authority shall not be construed to relieve the outside vendor of any obligations, responsibilities or liabilities.

Certificates of Insurance should be e-mailed to [mmusarra@ecwa.org](mailto:mmusarra@ecwa.org) or mailed to Ms. Molly Jo Musarra, Claim Representative/Risk Manager Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203-2494, or If you have any questions you can contact Ms. Musarra by e-mail or phone (716) 849-8465.

**END OF INSURANCE REQUIREMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/01/2025

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

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

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 16th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:
INSURED Univar Solutions USA LLC 3075 Highland Parkway Suite 200 Downer's Grove IL 60515 USA	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: ACE Fire Underwriters Insurance Co. INSURER C: Illinois Union Insurance Company INSURER D: INSURER E: INSURER F:

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570114060823 REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XSLG48983340 SIR applies per policy terms & conditions	06/01/2025	06/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H11357362 Commercial Auto	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$5,000,000			XCEG27380566012	06/01/2025	06/01/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC72794515 AOS SCFC72794527 WI	06/01/2025	06/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Environmental Site Liability			PPLG71507944003 Pollution-ClaimsMade Form SIR applies per policy terms & conditions	06/01/2025	06/01/2028	Aggregate \$5,000,000 Ea Condition \$5,000,000 SIR \$1,000,000

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

RE: Furnish and Deliver Fluorosilicic Acid to the Erie County Water Authority for Use in the Treatment of Water for One Year from August 1, 2025, through July 31, 2026 ECWA Project No. 202500076. Erie County Water Authority is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Truckers' Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Erie County Water Authority in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability, Env. Site Liability and Workers' Compensation policies. Should General Liability, Automobile Liability and

570114060823  
Certificate No :

CERTIFICATE HOLDER

CANCELLATION

APPROVED/MJM

Erie County Water Authority 3030 Union Road Cheektowaga NY 14227-1097 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central, Inc.</i>
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# **ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Univar Solutions USA LLC	
POLICY NUMBER See Certificate Number: 570114060823			
CARRIER See Certificate Number: 570114060823	NAIC CODE	EFFECTIVE DATE:	

## **ADDITIONAL REMARKS**

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

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

## **ADDITIONAL POLICIES**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	AUTOMOBILE LIABILITY						
A				MMT H11357404 Truckers Liability	06/01/2025	06/01/2026	Combined Single Limi \$5,000,000
	WORKERS COMPENSATION						
A		N/A		WCUC72794539 Excess WC--CA OH OR,WA SIR applies per policy terms & conditions	06/01/2025	06/01/2026	
	OTHER						
	<input checked="" type="checkbox"/> Claims Made Form						

**ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Univar Solutions USA LLC	
POLICY NUMBER See Certificate Number: 570114060823			
CARRIER See Certificate Number: 570114060823	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

Named Insured Univar Solutions LLC			Endorsement Number 23
Policy Symbol XSL	Policy Number G48983340	Policy Period 06/01/2025 to 06/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This Endorsement modifies insurance provided under the following:**

### EXCESS COMMERCIAL GENERAL LIABILITY POLICY

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Authorized Representative

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

Named Insured Univar Solutions LLC			Endorsement Number 21
Policy Symbol XSL	Policy Number G48983340	Policy Period 06/01/2025 to 06/01/2026	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This Endorsement modifies insurance provided under the following:**

### EXCESS COMMERCIAL GENERAL LIABILITY POLICY

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

\_\_\_\_\_  
Authorized Representative



**Workers'  
Compensation  
Board**

**CERTIFICATE OF  
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<b>1a. Legal Name &amp; Address of Insured (use street address only)</b>  Univar Solutions Inc. 3075 Highland Parkway, Suite 200 Downers Grove, IL 60515  <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>  ARAMARK SERVICES, INC.- 66 Hudson Blvd E Floor 25 New York, New York 1001-2261	<b>1b. Business Telephone Number of Insured</b>  215-337-5411  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b>  88313742  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b>  26-1251958
<b>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b>  Erie County Water Authority 295 Main Street, Room 350 Buffalo, NY 14203-2494	<b>3a. Name of Insurance Carrier</b>  ACE American Insurance Company  <b>3b. Policy Number of Entity Listed in Box "1a"</b>  WLR C72794515  <b>3c. Policy effective period</b> 06/01/2025 to 06/01/2026  <b>3d. The Proprietor, Partners or Executive Officers are</b> <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**


This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

**Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.**

**Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

Approved by: JoAnn Reynolds  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  06/01/2025  
(Signature) (Date)

Title: Asst. Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 302.476.6807

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**

## **Workers' Compensation Law**

### **Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



# CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

**PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier**

1a. Legal Name & Address of Insured (use street address only) <b>Univar Solutions USA LLC.</b> <b>3075 Highland Pkwy. Suite 200</b> <b>Downers Grove, IL 60515</b>  <small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small>	1b. Business Telephone Number of Insured <b>331-771-6173</b>  1c. Federal Employer Identification Number of Insured or Social Security Number <b>91-1347935</b>
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) <b>Erie County Water Authority</b> <b>295 Main Street</b> <b>Room 350</b> <b>Buffalo, NY 14203</b>	3a. Name of Insurance Carrier <b>The Standard Life Insurance Company of New York</b> <b>445 Hamilton Avenue, 11th floor</b> <b>White Plains, New York 10601</b>  3b. Policy Number of Entity Listed in Box "1a" <b>760860</b>  3c. Policy effective period <b>1/1/2025</b> to <b>12/21/2025</b>

**4. Policy provides the following benefits:**

- ☒ A. Both disability and Paid Family Leave benefits.  
☐ B. Disability benefits only.  
☐ C. Paid Family Leave benefits only.

**5. Policy covers:**

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.  
☐ B. Only the following class or classes of employer's employees:

\_\_\_\_\_  
\_\_\_\_\_

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 7/8/25 By \_\_\_\_\_  
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 971-321-5320 Name and Title On-Site Account Specialist

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.  
  
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)**

## State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box "1a" for disability and/or Paid Family Leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.**

### DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.