



ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM
November 2, 2021

To: Terrence D. McCracken, Secretary to the Authority

From: Brenden P. Stoll, Engineering Draftswriter *BPS*

Subject: Furnishing and Delivering Fluorosilicic Acid
to the Erie County Water Authority for use in the Treatment of Water
for One Year from November 10, 2021 through November 9, 2022
ECWA Project No. 202100108

On Tuesday, October 12, 2021, the Authority received two (2) bids for the above referenced contract. The bids were reviewed, and a mathematical check has been performed.

The low bidder, Univar Solutions USA Inc. is an established supplier of chemicals to the Authority. Univar has been adequately supplying chemicals to the authority since 2013, additionally, Univar was the supplier for the most recent contract for Fluorosilicic acid (2019-2021).

This Contract was originally authorized by the Board to readvertise for the November 1, 2021 through October 31, 2022 period. However, per the Legal Department, since the contract effective date is November 10, 2021, the contract should run for one year from November 10, 2021 through November 9, 2022. The contract title has been revised accordingly.

Since Univar Solutions USA Inc. has provided adequate proof of insurance, that has been approved by the Authority's Claims Representative/Risk Manager, and MWBE requirements are not applicable for this contract, the Engineering Department therefore recommends the award of the above-referenced contract to Univar Solutions USA Inc., Inc. in the amount of \$249,508.25, subject to legal review.

Budget Information:

Sturgeon Point

Unit: 1010

Acct: 401000 640113

Van De Water

Unit: 1015

Acct: 401000 620213

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 Invitation to Bid for execution by ECWA Chairman.

BPS:jmf

Attachments

cc: R.Stoll

M.Wymer

D.Patton

L.Lester

CHEM-158-2101-X-12

ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Documents
(check which apply)

Contract: _____ **Project No.:** 202100108
Project Description: Furnish and Deliver Fluorosilicic Acid to the ECWA for Use in the
Treatment of Water for One Year from November 10, 2021 through November 9, 2022

Item Description:



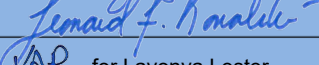




☐ Agreement ☐ Professional Service Contract ☐ Amendment ☐ Change Order
☐ BCD ☐ NYSDOT Agreement ☒ Contract Documents ☐ Addendum
☒ Recommendation for Award of Contract ☐ Recommendation to Reject Bids
☐ Request for Proposals
☐ Other _____

Action Requested:

☒ Board Authorization to Execute ☒ Legal Approval
☒ Board Authorization to Award ☒ Execution by the Chairman
☐ Board Authorization to Advertise for Bids ☐ Execution by the Secretary to the Authority
☐ Board Authorization to Solicit Request for Proposals
☐ Other _____

Approvals Needed:

APPROVED AS TO CONTENT:

<input checked="" type="checkbox"/> Sr. Production Engineer		Date: 11/2/2021
<input checked="" type="checkbox"/> Chief Operating Officer		Date: 11/2/2021
<input checked="" type="checkbox"/> Executive Engineer		Date: 11/02/2021
<input checked="" type="checkbox"/> Director of Administration	 for Lavonya Lester	Date: 11/02/2021
<input checked="" type="checkbox"/> Risk Manager		Date: 11/2/2021
<input checked="" type="checkbox"/> Chief Financial Officer		Date: 11/02/2021
<input checked="" type="checkbox"/> Legal		Date: 11/2/2021

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority		Date: 11/2/21
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Remarks: Unit price contract.

Insurance approved pending receipt of DB 120.1 for NYS Disability-MJM

Resolution Date: _____

Item No: _____

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

Contract: _____ Project No.: 202100108 Project
Description: Furnish & Deliver Fluorosilicic Acid to the Erie County Water Authority
for Use in the Treatment of Water for One Year
from November 10, 2021 through November 9, 2022.

CONTRACT AWARD

Contractor/Supplier: Univar Solutions USA, Inc.
Award Amount: \$249,508.25

BID SUMMARY:

Bidder	Total Bid Amount
<u>Univar Solutions USA Inc.</u>	<u>\$249,508.25</u>
<u>Brenntage Northeast, LLC</u>	<u>\$264,034.00</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>\$0.00</u>
_____	<u>\$0.00</u>

Attachments: ☒ Bid Tabulation ☐ Consultant's Recommendation

APPROVALS (Select applicable)

WMBE APPROVAL

☐ No Waiver
☐ Full Waiver
☐ Partial Waiver
☐ Affirmative Action Officer _____ Date _____

INSURANCE APPROVAL

☒ Claims Rep/Risk Manager Molly Jo Musana Date 11/2/2021

NYS CERTIFIED APPRENTICESHIP PROGRAM APPROVAL

☐ Coordinator of Employee Relations _____ Date _____

Remarks: Unit Price Contract.

Project Title:	FURNISH AND DELIVER FLUROSILICIC ACID TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER FOR ONE YEAR FROM NOVEMBER 10, 2021 THROUGH NOVEMBER 9, 2022		
ECWA Project:	202100108		
Advertised Source		Date	
CONSTRUCTION EXCHANGE		9/10/2021	
NYS CONTRACT REPORTER		9/10/2021	
Bid opening Date:	10/12/2021		10:30 AM

Univar Solutions USA Inc. ← **APPARENT LOW BIDDER**

Bid Items	Quantity (liquid tons)	Description	Unit Price Bid	Totals
1	360	Fluorosilicic Acid for STP WTP	\$514.45	\$185,202.00
2	125	Fluorosilicic Acid for VDW WTP	\$514.45	\$64,306.25
Total				\$249,508.25

Brenntag Northeast, LLC

Bid Items	Quantity (liquid tons)	Description	Unit Price Bid	Totals
1	360	Fluorosilicic Acid for STP WTP	\$544.40	\$195,984.00
2	125	Fluorosilicic Acid for VDW WTP	\$544.40	\$68,050.00
Total				\$264,034.00

**FURNISH AND DELIVER FLUOROSILICIC ACID TO
THE ERIE COUNTY WATER AUTHORITY FOR USE
IN THE TREATMENT OF WATER FOR
ONE YEAR FROM
NOVEMBER 10, 2021 THROUGH NOVEMBER 9, 2022**

Project No. 202100108

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



CONTRACT
FURNISH AND DELIVER FLUOROSILICIC ACID TO THE ERIE COUNTY WATER
AUTHORITY FOR USE IN THE TREATMENT OF WATER FOR ONE YEAR FROM
NOVEMBER 10, 2021 THROUGH NOVEMBER 9, 2022

This Agreement, effective November 10, 2021 (“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, INC.
3075 Highland Parkway #200
Downers Grove, Illinois 60515

hereinafter referred to as the “Supplier.”

The Authority seeks to enter into an agreement 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 agree as follows:

ARTICLE 1 – THE PROCUREMENT

1.01 The Supplier shall furnish and deliver Fluorosilicic Acid (“Fluoride”) 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 Fluoride is to be delivered and in what quantities.

1.02 The Supplier shall furnish and deliver the Fluoride upon the following terms and conditions:

- A. The Fluoride shall meet the specifications which are attached to, and incorporated in this Agreement as Appendix A.
- B. The Fluoride must conform to the requirements of the latest version of AWWA Standard B703. The Fluoride 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).

- C. The Supplier agrees to abide by all environmental laws and regulations relating to the sale and transport of Fluoride. 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 Technical Specifications set forth in the Invitation to Bid are attached to, and incorporated in, this Agreement as Appendix A.

1.04 In response to the Authority's Invitation to Bid, the Supplier submitted and signed Bid Documents and Proposal, a copy of which is attached to, and incorporated in, this Agreement as Appendix B.

1.05 This Agreement shall remain in effect from November 10, 2021 through November 9, 2022. 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 additional one-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 signed and submitted the Public Authorities Law forms, a copy of which are attached to, and incorporated in, this Agreement as Appendix B.

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 Supplier 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 as Appendix B.

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, codified as 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 Supplier submitted and signed the Offerer's Statement Regarding Prevention of Unlawful Discriminatory Practices, a copy of which is attached to, and incorporated in, this Agreement, as Appendix B.

2.06 The Supplier shall comply with the provisions of the Shield Act, codified at 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 *Health Screening Questionnaire:* 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 or the Authority, including, but not limited to, completing an online health screening questionnaire before entering any Authority worksite.

ARTICLE 3 – PRICING AND DELIVERY SCHEDULE

3.01 The Supplier shall deliver the Fluoride within seven (7) days of receipt of an Authority Purchase Order. No Fluoride shall be delivered unless ordered by the Authority. 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.

3.02 The parties agree the prices on which this Agreement is based shall be F.O.B. to the point of delivery.

A. The Fluoride is to be delivered to the Authority's Water Treatment Plants:

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.

3.03 The Supplier agrees the unit price for materials and supplies 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.

3.04 The Supplier guarantees to the Authority the price offered for materials and supplies will be no higher than those offered to any other governmental or commercial consumer.

A. If the Supplier has a New York State or a Federal GSA contract for any of the items covered under this Agreement or any similar items, the Supplier shall supply such items, if acceptable to the Authority, when the price for such item is no higher than the quoted price in this Agreement.

- B. If the Supplier offers any CASH discount, the Suppliers agree to invoice the Authority for a price not higher than offered under the CASH discount.

3.05 The Supplier shall be responsible for the payment of all freight, cartage, rigging, postage or other transportation charges relating to furnishing all necessary materials. In its Bid Proposal, the Supplier submitted a proposed unit price payment for the items outlined in §§ 4.01 and 4.02 of this Agreement and included all freight, cartage, rigging, posting and other transportation charges in such proposed unit price payment pursuant to the Bid Instructions. Under no circumstances will the Authority be responsible for any freight, cartage, rigging, postage or other transportation charges relating to furnishing all necessary materials to the worksite.

3.06 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 accept the unit price of **\$514.45/Ton (per liquid Ton, 2,000 pounds of fluorosilicic acid H_2SiF_6)** for furnishing, delivering and unloading each liquid ton (360 liquid tons) of Fluoride to the Sturgeon Point Water Treatment Plant.

4.02 The Supplier agrees to accept the unit price of **\$514.45/Ton (per liquid Ton, 2,000 pounds of fluorosilicic acid H_2SiF_6)** for furnishing, delivering and unloading each liquid ton (125 liquid tons) of Fluoride to the Jerome D. Van de Water - Water Treatment Plant.

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 Supplier without the express written consent of the Authority's Executive Staff. The Authority and the Supplier 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:** Any modification or variation 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 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 shall 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 C.
- B. The Supplier shall provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of this Agreement.
- C. The Supplier shall provide Certificates of Insurance certifying the coverage required by this provision.
- D. The Supplier shall 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: When applicable, the Supplier will endeavor to acquire materials with third party warranties that are assignable to the Authority. 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 Supplier 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 Force Majeure: The Supplier shall not be liable to the Authority for any failure to perform the Services if any such failure is caused by forces beyond the Supplier's reasonable control, including without limitation, actions or inactions of any governmental agencies, changes in law,

strikes, lockouts, or other industrial disturbances, actors or omissions of third-parties, civil disturbances, fires, floods, earthquakes, acts of God acts of a public enemy or terrorism, epidemics or pandemics, including, issues arising out of the COVID-19 pandemic, which may include without limitation, workforce shortages, lack of necessary supplies or Personal Protective Equipment, travel restrictions, and other restrictions resulting from public guidance and emergency orders.

5.14 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.

5.15 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 – TERMINATION

7.01 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, INC.

By _____

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2021, 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 ERIE) ss:

On the _____ day of _____, in the year 2021, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she resides in _____, New York, that he/she is the _____ of the Corporation described in the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

Notary Public

APPENDIX A

TECHNICAL SPECIFICATIONS

**FURNISH AND DELIVER FLUOROSILICIC ACID TO THE ERIE COUNTY WATER
AUTHORITY FOR USE IN THE TREATMENT OF WATER FOR ONE YEAR FROM
NOVEMBER 1, 2021 THROUGH OCTOBER 31, 2022
PROJECT No. 202100108**

1. WORK INCLUDED:

The SUPPLIER shall furnish, deliver and unload, F.O.B. to the point of delivery, Fluorosilicic Acid to the Erie County Water Authority (the “Authority”) Water Treatment Plants described below.

2. CHARACTER OF FLUOROSILICIC ACID:

The SUPPLIER shall furnish Fluorosilicic acid, H_2SiF_6 (Fluoride) as a co-product in the manufacture of wet-process phosphoric acid, or other phosphate fertilizers. The Fluoride shall be certified for water supply service applications and comply with AWWA B703.

The Fluoride shall not contain soluble materials, organic substances or contaminants (heavy metals as 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 treated properly with the fluorosilicic acid.

The Fluoride shall conform to the requirements of the Safe Drinking Water Act and other federal regulations for potable water system as applicable, latest version of AWWA Standard B703, except as modified herein. This material should 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, of AWWA B703, and NSF/ANSI 60 (Drinking Water Treatment Chemicals - Health Effects). *An affidavit of compliance with the above specification is required and shall be submitted with the bid.* Maximum use level for potable water treatment is 5.0 mg/L or less.

The solution shall have a fluorosilicic acid content of not less than 23% and not more than 26% by weight. The Fluoride shall have a specific gravity of not less than 1.204 and not more than 1.274. It shall be clean and free of suspended matter and shall not contain more than 0.020% of impurities as listed in Table 1 of AWWA Standard B703. The solution shall be a colorless liquid.

3. WATER TREATMENT PLANT LOCATIONS:

- A. STURGEON POINT WATER TREATMENT PLANT
722 Sturgeon Point Road, Derby, New York 14047 (Town of Evans).
TELEPHONE: (716) 685-8340
FAX: (716) 685-8359
- B. JEROME D. VAN DE WATER -WATER TREATMENT PLANT
3750 River Road (Route 266), Town of Tonawanda, New York 14150.
TELEPHONE: (716) 685-8320
FAX: (716) 685-8339

4. SITE INSPECTION:

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:

Brenden Stoll, Engineering Draftswoman
ERIE COUNTY WATER AUTHORITY
Service Center
3030 Union Road
Buffalo, New York 1227
(716) 685-8523-Office
(716) 818- 8472-Mobile
bstoll@ecwa.org

5. DELIVERY AND UNLOADING:

Bulk quantities of product are sealed with a unique number, tamper-evident seal. The seal number shall be recorded and disclosed on the shipping document such as the Bill of Lading. 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. These seals shall be demonstrated intact to plant personnel prior to unloading product. Tankers without adequate seals shall be rejected and any associated shipping and handling or removal costs shall become the responsibility of the SUPPLIER.

The SUPPLIER shall provide at least 24-hours' notice (by e-mail, fax, or telephone) prior to a shipment to the Authority's treatment plants. The name of the delivery operator and truck plate information shall be supplied to plant personnel prior to delivery. The delivery operator shall be required to present valid photo identification upon request.

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. If requested, shipments must be received within seven (7) days after the SUPPLIER is notified that a shipment

is required. 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. The Authority also reserves the right to make reasonable changes in delivery schedules when necessary. It shall be the responsibility of the SUPPLIER and/or its shipping agent to prevent any contamination of the Fluoride during the loading, delivery and unloading of the tank truck.

General assistance to the SUPPLIER will 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. The driver delivering the product will notify the operator in responsible charge of the Treatment Plant before the shipment unloading begins. It shall be the responsibility of the trucker to make the necessary connections for unloading and to properly disconnect when the unloading is completed. He is also required to clean up any spills which he may cause during the unloading operation.

Equipment required to unload the Fluoride 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. The AUTHORITY shall not be responsible for delays in unloading caused by either inadequate or faulty equipment supplied by the trucker.

6. SAFETY DATA SHEET:

The SUPPLIER is to furnish one (1) copy of the Safety Data Sheet (SDS) with each shipment delivered.

7. SAMPLING AND TESTING:

Each shipment shall be sampled and tested by the SUPPLIER in accordance with latest version of AWWA Standard B703. The SUPPLIER shall furnish the AUTHORITY a Certificate of Analysis for each shipment. The certificate of Analysis shall accompany each shipment, with no exceptions.

8. NOTICE OF NONCONFORMANCE

The AUTHORITY will sample and test a shipment prior to unloading the shipment for its specific gravity (Sp. G.). The shipment specific gravity must be within 1.204 – 1.274 – (20% - 30% fluorosilicic acid). In the event the specific gravity does not comply to the limits, the AUTHORITY shall reject the shipment. 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.

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.

9. METHOD OF PAYMENT:

The Fluoride 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. 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.

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. The AUTHORITY reserves the right to reweigh any shipment on a tested and sealed scale of its own choosing.

10. PAYMENT:

Payment for each shipment will be made on the basis of the following formula:

Amount of Payment = (Net Weight received in liquid tons) X (A/B) X (Unit Price)

Where:

1. 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.
2. B is the concentration of fluorosilicic acid as specified in the Bidder's Proposal = 25%
3. The Unit Price is the dollar per ton as specified in the Bidder's Proposal (pp. 13-14).

The concentration of Fluorosilicic Acid as determined by the SUPPLIER will be accepted for use in calculating the amount of payment provided that the SUPPLIER is not notified within four (4) days after receipt of the SUPPLIER's Certificate of Analysis that a significant discrepancy exists between the analysis made by the SUPPLIER and the analysis made by the AUTHORITY. In the event of a discrepancy a retest will be made by both parties. If a discrepancy exists after retesting and a mutual agreement cannot be reached, then litigation will be employed to resolve the discrepancy. However, pending the outcome of such a litigation, the AUTHORITY will pay for the shipment an amount based upon the concentration as determined by the analysis made by the AUTHORITY.

END OF BID SPECIFICATIONS

APPENDIX B

Bid Documents & Proposal

BID DOCUMENTS AND PROPOSAL

BID DESCRIPTION: FURNISH AND DELIVER FLUOROSILICIC ACID TO THE ERIE COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF WATER FOR ONE YEAR FROM NOVEMBER 1, 2021 THROUGH OCTOBER 31, 2022

PROJECT No.: 202100108

OPENING DATE: Tuesday, October 5, 2021 TIME: 10:30 a.m.

NAME OF BIDDER: Univar Solutions USA Inc.

PERSON AUTHORIZED TO ENTER INTO CONTRACT FOR BIDDER:

NAME: Michael Crea

TITLE Municipal Specialist

SUBMISSION DATE: October 8, 2021

ADDRESS: 200 Dean Sievers Place, Morrisville, PA 19067

PHONE: (215) 337-5411

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

NAME: Michael Crea

TITLE Municipal Specialist

ADDRESS: 200 Dean Sievers Place, Morrisville, PA 19067

PHONE: (215) 337-5411

EMAIL: michael.crea@univarsolutions.com

BID ITEMS & 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 NOVEMBER 1, 2021 THROUGH OCTOBER 31, 2022

PROJECT No.: 202100108

The Bidder agrees to perform all the following work described in the Documents for the following unit prices or lump sum prices. The Bidder also agrees that the unit price or lump sum price bid shall be full compensation for furnishing all labor, materials, tools, profit, and equipment necessary to perform the work as shown and specified.

NOTE: 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.

<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>COMPUTED TOTALS</u>
<p>ITEM 1 For furnishing, delivering, and unloading, Freight prepaid, approximately 360 liquid tons of Fluorosilicic Acid to the STURGEON POINT WATER TREATMENT PLANT, all in accordance with the specifications, for the unit price of:</p> <p style="text-align: center;">five hundred fourteen _____ Dollars</p> <p>and _____ forty-five _____ Cents</p> <p>(\$ 514.45 /Ton) per liquid ton (2,000 pounds) of Fluorosilicic Acid (H₂SIF₆)</p>	360 Liquid Tons	\$ 185,202.00

APPENDIX B

ITEM 2 For furnishing, delivering, and unloading,
Freight prepaid, approximately 125 liquid tons
of Fluorosilicic Acid to the JEROME D. VAN
DE WATER TREATMENT PLANT, all in
Accordance with the specifications,
for the unit price of:

five hundred fourteen Dollars
and forty-five Cents
(\$ 514.45 /Ton) per liquid ton (2,000 pounds)
of Fluorosilicic Acid (H₂SIF₆)

125 Liquid Tons \$ 64,306.25

COMPUTED TOTAL FOR ITEM 1 AND ITEM 2:

two hundred forty-nine thousand, five hundred eight Dollars
and twenty-five Cents

\$ 249,508.25

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

ATTENTION OF THE BIDDERS IS CALLED TO THE FOLLOWING:

SECTIONS 2875 & 2878 OF THE PUBLIC AUTHORITIES LAW REQUIRE A BIDDER'S
CERTIFICATE OF NON-COLLUSION. SUCH CERTIFICATE IS PART OF THE BID OR
PROPOSAL FORM, AND UNLESS COMPLIED WITH SUCH BID WILL NOT BE
ACCEPTED.

Bidder certifies that he is not in arrears to the Erie County Water Authority or the County of Erie
upon any debt or contract, nor is he a defaulter as surety or otherwise upon any obligation of the
Erie County Water Authority or the County of Erie.

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

NAME OF BIDDER: Univar Solutions USA Inc.

AUTHORIZED SIGNATURE:  DATE: October 8, 2021
Michael Crea, Municipal Specialist

P:\CHEMP202100108\07 Specs-Master\PN202100108 Bid Invitation SFC Fluoride 08-25-2021 bps FINAL.docx

Page 14 of 47

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 Inc.

ADDRESS OF PRINCIPAL OFFICE: STREET 3075 Highland Parkway #200

CITY Downers Grove

AREA CODE 331 PHONE 777-6000 STATE IL ZIP 60515

Check one: CORPORATION ☒ PARTNERSHIP ☐ INDIVIDUAL ☐

INCORPORATED UNDER THE LAWS OF THE STATE OF Washington

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, President & CEO same as above

Jim Holcomb, President USA same as above

Nick Alexos, Executive VP & CFO same as above

IDENTIFICATION #: (COMPLETE ONE):

Federal Employer Identification Number: 91-1347935

Social Security Number: _____

INFORMATION REQUIRED FROM BIDDERS
AT TIME OF CANVASS OF BIDS

List Financial References including at least one Bank and one Supplier

Bank of America, 800 Fifth Ave, Floor 21, Seattle, WA 98104

PCS Sales (Nutrien) / Sibelco Corporation - suppliers

Have you ever failed to complete any project or been terminated from a contract? No

Were you ever denied a contract after being the low bidder? No

List any lawsuits involving breach of contract in which you are a party n/a

List on separate sheet and attach any additional information that may be of benefit to The Water Authority. Successful Bidder will be required to file with Erie County Water Authority a certified copy of latest Assumed Name Certificate.

EXPERIENCE

- | CLASS OF WORK | CONTRACT AMOUNT | WHEN COMPLETED | NAME & ADDRESS OF ENGINEER OR OWNER |
|--|-----------------|----------------|-------------------------------------|
| A. **please see attached on the following page** | | | |
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| B. | | | |
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Experience

- City of Cincinnati OH
Hydrofluorosilicic Acid
800 Tons annually
Contract Amount: \$352K annually
Active
Contract Dates: multi years – servicing as far back as 2014
Contact: Paul Rossman
Phone: 513-624-5647
Email: paul.rossman@gcww.cincinnati-oh.gov
- GLWA - Great Lakes Water Authority
Hydrofluorosilicic Acid
4000 Tons Annually
Serviced multi years from 2013 -2020
Contract Amount: \$900K annually
Expired
Contact: Joan or Cindy Walters
Phone: 313-549-6550
- SAWS / San Antonio Water
Hydrofluorosilicic Acid
1300 Tons Annually
Contract Amount: \$699K annually
Service Dates 2020-2021, renewed for 2021-2022
Contact: Yvonne Torres
Phone: 210-233-4167
- City of Charlotte NC
Hydrofluorosilicic Acid
400 Tons annually
Contract Amount: 160K annually
Active
Contract Dates: multi years – servicing as far back as 2014
Contact: Adrienne Lewis
Phone: 704-391-5116

INFORMATION REQUIRED FROM BIDDERS

OSHA INFORMATION

List all Occupational Safety and Health Administration Citations for the last three years, including date, subject matter, and penalty.

n/a

Attach copies of all determined Citations and Notification of Penalty, Form OSHA 2.

Describe all pending cases, giving pertinent information such as apparent violations, location of project, type of project, and present status.

n/a

List any additional information on a separate sheet and attach.

INFORMATION REQUIRED FROM BIDDERS
REGARDING PROPOSED CONTRACT DOCUMENTS

Question 1:

The BIDDER represents that it has reviewed the Proposed Contract Documents beginning at page 35.

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:

*Insert Additional Page(s) if necessary.

Question 3 (Only provide an answer if answer to Question 2 is NO):

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 lowest, 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 Inc.

AUTHORIZED SIGNATURE:  DATE: October 8, 2021
Michael Crea, Municipal Specialist

BID SECURITY FORM**BIDDER (Name and Address):**

Univar Solutions USA Inc.
 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, 5th Floor
 Schaumburg, IL 60196

OWNER:

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

BID

BID DUE DATE: October 5, 2021

**PROJECT: FURNISH AND DELIVER FLUOROSILICIC ACID TO THE ERIE
 COUNTY WATER AUTHORITY FOR USE IN THE TREATMENT OF
 WATER FOR ONE YEAR FROM NOVEMBER 1, 2021 THROUGH
 OCTOBER 31, 2022**

Project No: 202000108

BOND

BOND NUMBER: N/A

DATE: (Not later than Bid due date): September 23, 2021


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

Univar Solutions USA Inc. (Seal) Fidelity and Deposit Company of Maryland (Seal)
 Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

By: 
 Signature and Title Julie Halperin, Assistant Secretary

By: 
 Signature and Title Misty Wright, Attorney in Fact
 (Attach Power of Attorney)

Attest: _____
 Signature and Title Michael Crea

Attest: 
 Andrea Penaloza

APPENDIX B

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.

END OF BID BOND

CERTIFICATE OF ACKNOWLEDGMENT

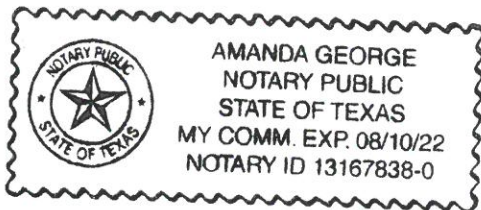
The State of Texas

County of Harris

Before me, Amanda George, Notary Public , on this day personally appeared Misty Wright, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23rd day of September , 2021 .

(Personalized Seal)



Amanda George

(Notary's Signature)

Notary Public, State of Texas


**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 **Robert D. Murray**, 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, **Melissa L. FORTIER, Donna L. WILLIAMS, Vanessa DOMINGUEZ, Michael J. HERROD, Lupe TYLER, Lisa A. WARD, Terri L. MORRISON, Misty WRIGHT, Erin M. DENNISON, Andrea M. PENALOZA, Gina A. RODRIGUEZ, Amanda GEORGE**, of Houston, Texas, Each, 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 22nd day of September, A.D. 2020.



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


By: Robert D. Murray
Vice President


By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 22nd day of September, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, 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.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

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 23rd day of September, 2021.



A handwritten signature in cursive script that reads "Brian M. Hodges".

Brian M. Hodges, 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
www.reportsfclains@zurichna.com
800-626-4577

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 8th day October, 20 21TERMS Net30 DELIVERY DATE AT DESTINATION 5-7 business daysFIRM NAME Univar Solutions USA Inc.ADDRESS 200 Dean Sievers PlaceMorrisville, PA ZIP 19067AUTHORIZED SIGNATURE TYPED NAME OF AUTHORIZED SIGNATURE Michael CreaTITLE Municipal Specialist TELEPHONE No. (215) 337-5411

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.

(SEAL)



Univar Solutions USA Inc.

(Name of Individual, Partnership or Corporation)

By Michael Crea
(Person authorized to sign)

Michael Crea, Municipal Specialist

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,

APPENDIX B

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.



(SEAL)

Univar Solutions USA Inc.

(Name of Individual, Partnership or Corporation)

By

(Person authorized to sign)

Michael Crea, Municipal Specialist

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.

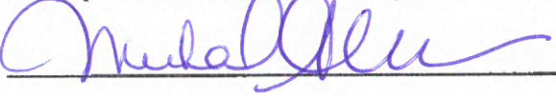
Form B - Offerer's Certification of Compliance with State Finance Law.

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: 

Date: October 8, 2021

Name: Michael Crea

Title: Municipal Specialist

Supplier Name: Univar Solutions USA Inc.

Supplier 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: Date: October 8, 2021Name: Michael CreaTitle: Municipal SpecialistSupplier Name: Univar Solutions USA Inc.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 Inc.

Address: 200 Dean Sievers Place, Morrisville, PA 19067

Name and Title of Person Submitting this Form: Michael Crea, Municipal Specialist

Contract Procurement Number: Project No. 202100108

Date: October 8, 2021

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): ☐ No ☐ Yes
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) ☐ No ☐ Yes
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: _____

Signature

Date: October 8, 2021

Name: Michael Crea

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 Offeror.

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:  Date: October 8, 2021

Name: Michael Crea

Title: Municipal Specialist

Offerer Name: Univar Solutions USA Inc.

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



Entity's Name: UnivarSolutions

Entity's Mailing Address: 2001 Continental Blvd

Charlotte, NC 28273

Re: Affidavit of Compliance

The principal of the above named entity herein states that the hydrofluoro-silicic acid to be supplied under this bid complies (1) with the relevant requirements of American Water Works Association Standard B-703-11 (or latest version) for hydrofluoro-silicic acid except as hereinafter modified and (2) with this specification. The hydrofluoro-silicic acid conforms to the latest AWWA standard B703-11, and guaranteed to have an analysis of 23-25%, with a typical 24% strength.

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. Attached is a NSF certification attesting that our product meets current AWWA/NSF certificated for the Silbelco and UnivarSolutions sites.

Please note our material is manufactured in the USA.

Best Regards,

Sara Cauthen

Sara Cauthen
Product Management Analysts - HFS



Product Name: **Hydrofluorosilicic Acid (HFSA)**

23% H₂SiF₆

Grade: **Industrial**

Order Code: **HFSA**

SDS No.: **217**

INDUSTRIAL PRODUCTS

Source: Aurora

Alternate Names: Fluorosilicic Acid, FSA

page 1 of 1

TYPICAL ANALYSIS	TYPICAL	GUARANTEED
HFSA, as H ₂ SiF ₆	24.1	23.0 min.
H ₂ SiF ₆ , as F	19.1	
Heavy Metals, as lead (Pb)	<0.02%	
Phosphates, as P ₂ O ₅	0.2	
Lead, as Pb	1.0 ppm	
Iron, as Fe ₂ O ₃	70 ppm	
Iodide, as I	16 ppm	
Arsenic, as As	6.0 ppm	

PHYSICAL DATA	TYPICAL	GUARANTEE
Appearance	Water White to Straw Yellow	
Specific Gravity @ 75°F	1.23	
Weight, lbs/gal @ 75°F	10.3	






PCS SALES (USA) INC.

Certificate Of Analysis

AURORA Division - North Carolina, USA

Shipment Number: 8024283-1	Car Number: GATX 2038	Train Number:	Date Shipped: 19 Jan 2021																																																
Sold To: UNIVAR USA, INC. P.O. BOX 34325 SEATTLE, WA 98124-132		Ship To: CI-TRANSFLO 3601 GERINGER AVENUE CINCINNATI, OH 45223																																																	
Sold To PO: DP-778597		Ship To PO:																																																	
Product: HFSA		Quantity: 97.550 ST																																																	
Product Description: 23 PCT FLUOSILICIC ACID (HFSA)		Gross Weight: 251000 Tare Weight: 55900 Net Weight: 195100 LB																																																	
<table><thead><tr><th>Analytical</th><th></th><th>Value</th><th>Units</th></tr></thead><tbody><tr><td>H2SIF6</td><td></td><td>23.2100</td><td>%</td></tr><tr><td>H.M. AS PB</td><td><</td><td>0.0200</td><td>%</td></tr><tr><td>APHA COLOR</td><td></td><td>11.0000</td><td>apha</td></tr><tr><td>AS + PB</td><td><</td><td>8.6000</td><td>ppm</td></tr><tr><td>HF</td><td></td><td>0.5500</td><td>%</td></tr><tr><td>AS</td><td></td><td>7.6000</td><td>ppm</td></tr><tr><td>PB</td><td><</td><td>1.0000</td><td>ppm</td></tr><tr><td>SOLIDS</td><td></td><td>PASS</td><td></td></tr><tr><td>SP.GR.</td><td></td><td>1.2200</td><td></td></tr><tr><td>TEMP</td><td></td><td>63.5000</td><td>F</td></tr><tr><td>P2O5</td><td></td><td>0.0200</td><td>%</td></tr></tbody></table>				Analytical		Value	Units	H2SIF6		23.2100	%	H.M. AS PB	<	0.0200	%	APHA COLOR		11.0000	apha	AS + PB	<	8.6000	ppm	HF		0.5500	%	AS		7.6000	ppm	PB	<	1.0000	ppm	SOLIDS		PASS		SP.GR.		1.2200		TEMP		63.5000	F	P2O5		0.0200	%
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P2O5		0.0200	%																																																
<div style="text-align: right;"> Laboratory Supervisor</div>																																																			
Remarks: WE CERTIFY THAT PRODUCT LOADED INTO THE VESSEL MEETS AWWA STANDARD B703-00 AND ANSI/NSF STANDARD 60 REQUIREMENTS. MAXIMUM DOSAGE 6 MG/L.																																																			

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product form : Mixture
Product name : Hydrofluorosilicic Acid
Product code : HFSA
Formula : H_2SiF_6 (aq)
Synonyms : HFSA, Fluorosilicic acid

1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of the substance/mixture : Industrial use

1.3. Details of the supplier of the safety data sheet

PCS Sales (USA), Inc.
1101 Skokie Blvd.
Suite 400
Northbrook, IL 60062
T 800-241-6908 / 847-849-4200

Suite 500
122 1st Avenue South
Saskatoon, Saskatchewan Canada S7K7G3
T 800-667-0403 (Canada) / 800-667-3930 (USA)

SDS@PotashCorp.com - www.PotashCorp.com

1.4. Emergency telephone number

Emergency number : 800-424-9300
CHEMTREC

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

GHS-US classification

Acute Tox. 4 (Oral) H302
Acute Tox. 4 (Inhalation:dust,mist) H332
Skin Corr. 1A H314
Eye Dam. 1 H318
Aquatic Acute 3 H402

Hydrofluorosilicic Acid

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2.2. Label elements

GHS-US labelling

Hazard pictograms (GHS-US)



Signal word (GHS-US)

: Danger

Hazard statements (GHS-US)

: H302 - Harmful if swallowed
H314 - Causes severe skin burns and eye damage
H318 - Causes serious eye damage
H332 - Harmful if inhaled
H402 - Harmful to aquatic life

Precautionary statements (GHS-US)

: P260 - Do not breathe fume, mist, vapours, spray
P264 - Wash hands and forearms thoroughly after handling
P270 - Do not eat, drink or smoke when using this product
P271 - Use only outdoors or in a well-ventilated area
P273 - Avoid release to the environment
P280 - Wear eye protection, face protection, protective gloves, protective clothing
P301+P330+P331 - IF SWALLOWED: Rinse mouth. Do NOT induce vomiting
P303+P361+P353 - IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower
P304+P340 - IF INHALED: Remove person to fresh air and keep comfortable for breathing
P305+P351+P338 - If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
P310 - Immediately call a POISON CENTER or doctor
P312 - Call a POISON CENTER or doctor if you feel unwell
P363 - Wash contaminated clothing before reuse
P405 - Store locked up
P501 - Dispose of contents/container according to local, regional, national, and international regulations

2.3. Other hazards

Hazardous to the aquatic environment

No additional information available

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable

3.2. Mixture

Name	Product identifier	%	GHS-US classification
Fluorosilicic acid	(CAS No.) 16961-83-4	24	Acute Tox. 3 (Oral), H301 Acute Tox. 2 (Inhalation:dust,mist), H330 Skin Corr. 1A, H314

Hydrofluorosilicic Acid

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			Eye Dam. 1, H318 Aquatic Acute 3, H402
Water	(CAS No.) 7732-18-5	76	Not classified
Fluorides, as F		19	Not classified

SECTION 4: First aid measures

4.1. Description of first aid measures

- First-aid measures general : If exposed or concerned: Get medical advice/attention. If you feel unwell, seek medical advice (show the label where possible).
- First-aid measures after inhalation : Using proper respiratory protection, immediately move the exposed person to fresh air. Keep at rest and in a position comfortable for breathing. Give oxygen or artificial respiration if necessary. Seek immediate medical advice. Symptoms may be delayed.
- First-aid measures after skin contact : Remove/Take off immediately all contaminated clothing. Rinse immediately with plenty of water (for at least 15 minutes). Seek medical attention immediately if exposure is severe. Obtain medical attention if irritation develops or persists. Wash contaminated clothing before reuse.
- First-aid measures after eye contact : Immediately rinse with water for a prolonged period (at least 15 minutes) while holding the eyelids wide open. Seek medical attention immediately if exposure is severe. Obtain medical attention if irritation develops or persists.
- First-aid measures after ingestion : If swallowed, do not induce vomiting. Seek medical advice immediately and show this container or label.

4.2. Most important symptoms and effects, both acute and delayed

- Symptoms/injuries : Corrosive. Causes burns. Harmful if swallowed. Harmful if inhaled.
- Symptoms/injuries after inhalation : Causes severe respiratory irritation if inhaled. Symptoms may include: Burning of nose and throat, constriction of airway, difficulty breathing, shortness of breath, bronchial spasms, chest pain, and pink frothy sputum. Contact may cause immediate severe irritation progressing quickly to chemical burns. May cause pulmonary edema. Symptoms may be delayed.
- Symptoms/injuries after skin contact : Contact may cause immediate severe irritation progressing quickly to chemical burns.
- Symptoms/injuries after eye contact : Contact may cause immediate severe irritation progressing quickly to chemical burns. Can cause blindness.
- Symptoms/injuries after ingestion : May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract. Swallowing a small quantity of this material will result in serious health hazard.
- Chronic symptoms : Repeated or prolonged inhalation may damage lungs. Prolonged and repeated contact will eventually cause permanent tissue damage. Repeated and prolonged exposure to fluorine containing compounds may cause fluorosis, a condition characterized by changes in bone density and strength, accompanied by stiffness and pain in joints.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

Hydrofluorosilicic Acid

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SECTION 5: Firefighting measures

5.1. Extinguishing media

- Suitable extinguishing media : Use extinguishing media appropriate for surrounding fire.
- Unsuitable extinguishing media : Do not get water inside containers. Do not apply water stream directly at source of leak. Do not use a heavy water stream. A direct water stream will cause violent splattering and generation of heat.

5.2. Special hazards arising from the substance or mixture

- Fire hazard : Not flammable. Under conditions of fire this material may produce: Silicon oxides. Hydrogen fluoride. Tetrafluorosilane. Decomposes above 108 °C (227 °F)
- Explosion hazard : Product is not explosive.

5.3. Advice for firefighters

- Firefighting instructions : Keep upwind. Use water spray or fog for cooling exposed containers.
- Protection during firefighting : Firefighters must use full bunker gear including NIOSH-approved positive-pressure self-contained breathing apparatus to protect against potential hazardous combustion and decomposition products.
- Other information : Do not allow run-off from fire fighting to enter drains or water courses.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

- Protective equipment : Use recommended respiratory protection. Wear suitable protective clothing, gloves and eye/face protection.
- Emergency procedures : Stop leak if safe to do so. Eliminate ignition sources. Evacuate unnecessary personnel. Ventilate area. Keep upwind.

6.1.2. For emergency responders

- Protective equipment : Use recommended respiratory protection. Wear suitable protective clothing, gloves and eye/face protection.
- Emergency procedures : Stop leak if safe to do so. Eliminate ignition sources. Evacuate unnecessary personnel. Ventilate area.

6.2. Environmental precautions

If spill could potentially enter any waterway, including intermittent dry creeks, contact the U.S. COAST GUARD NATIONAL RESPONSE CENTER at 800-424-8802. In case of accident or road spill notify CHEMTREC at 800-424-9300. In other countries call CHEMTREC at (International code) +1-703-527-3887.

6.3. Methods and material for containment and cleaning up

- For containment : Contain any spills with dikes or inert absorbents to prevent migration and entry into sewers or streams. Do not allow into drains or water courses or dispose of where ground or surface waters may be affected.

Hydrofluorosilicic Acid

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- Methods for cleaning up : Ventilate area. Small quantities of liquid spill: take up in non-combustible inert absorbent material and shovel into container for disposal. Collect absorbed material and place into a sealed, labelled container to be disposed at an appropriate disposal facility according to current applicable laws and regulations and product characteristics at the time of disposal.
- Liquid spill: neutralize with powdered limestone or sodium bicarbonate.
- Practice good housekeeping – spillage can be slippery on smooth surface either wet or dry.

6.4. Reference to other sections

No additional information available

SECTION 7: Handling and storage

7.1. Precautions for safe handling

- Precautions for safe handling : Avoid all eyes and skin contact and do not breathe vapour and mist. Wear recommended personal protective equipment. Ensure there is adequate ventilation. Keep away from heat and open flame. Employ good maintenance practices to prevent leaks. Use good process control measures to prevent releases.
- Hygiene measures : Handle in accordance with good industrial hygiene and safety procedures. Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Wash contaminated clothing before reuse.

7.2. Conditions for safe storage, including any incompatibilities

- Incompatible materials : Reacts with many metals to produce flammable and explosive hydrogen gas.
- Prohibitions on mixed storage : Keep away from strong acids and bases, chlorites, organic peroxides, combustible materials, and metals.
- Storage area : Store in dry, cool area. Store in a well-ventilated place away from heat and sources of ignition. Large tanks should be bermed and electrically grounded. Keep away from combustible materials. Avoid using glass, metal, or stoneware containers.

7.3. Specific end use(s)

Industrial use.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters


Fluorides		
USA ACGIH	TWA	2.5 mg/ m ³
USA OSHA	TWA	2.5 mg/ m ³
USA NIOSH	TWA	2.5 mg/ m ³

8.2. Exposure controls

- Appropriate engineering controls : Ensure adequate ventilation, especially in confined areas.

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Personal protective equipment	: Protective goggles. Face shield. Gas mask at concentration in the air > > TLV. Protective clothing.
	
Hand protection	: Impermeable protective gloves, such as: nitrile, neoprene, or PVC. Wear gauntlet gloves. Check glove manufacturer's permeation / degradation information.
Eye protection	: Chemical safety goggles. Face shield. Do not wear contact lenses.
Skin and body protection	: Wear suitable protective clothing. Chemical resistant suit. Rubber apron, boots.
Respiratory protection	: Use a NIOSH-approved respirator or self-contained breathing apparatus whenever exposure may exceed established Occupational Exposure Limits. Use respirator approved for acid fumes and mist.
Environmental exposure controls	: Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Liquid
Colour	: Water white to straw yellow.
Odour	: Pungent
Odour threshold	: No data available
pH	: 1.5 - 2
pH solution	: 10 %
Molecular mass	: 144 g/mol (Hydrofluorosilicic acid)
Relative evaporation rate (butylacetate=1)	: No data available
Melting point	: -18 - -20 °C (-1 - -4 °F)
Freezing point	: No data available
Boiling point	: 136 - 163 °C (277 - 326 °F)
Flash point	: No data available
Self ignition temperature	: No data available
Decomposition temperature	: 108 °C (227 °F)
Flammability (solid, gas)	: No data available
Vapour pressure	: 24 mm Hg at 25 °C (77 °F)
Relative vapour density at 20 °C	: No data available
Relative density	: 1.2 at 24 °C (75 °F)
Density	: 10.3 lb/gal
Solubility	: Water: Miscible
Log Pow	: No data available

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Log Kow	: No data available
Viscosity	: No data available
Explosive properties	: No data available
Oxidising properties	: No data available
Explosive limits	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

May react violently with water.

10.2. Chemical stability

Stable at standard temperature and pressure.

10.3. Possibility of hazardous reactions

Hazardous polymerization will not occur.

10.4. Conditions to avoid

Temperatures above 108 °C (227 °F).

10.5. Incompatible materials

Keep away from strong acids and bases, chlorites, organic peroxides, combustible materials, and metals. Attacks glass and stoneware.

10.6. Hazardous decomposition products

Thermal decomposition generates : Silicon oxides. Hydrogen fluoride. Tetrafluorosilane.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Harmful if swallowed. Harmful if inhaled.

Fluorosilicic acid (16961-83-4)	
LD50 oral rat	125 mg/kg
LC50 inhalation rat (mg/l)	0.28 mg/l (reported as 1.11 mg/l/1h)

Skin corrosion/irritation	: Causes severe skin burns and eye damage. pH: 1.5 - 2
Serious eye damage/irritation	: Causes serious eye damage. pH: 1.5 - 2
Respiratory or skin sensitisation	: Not classified
Germ cell mutagenicity	: Not classified
Carcinogenicity	: Not classified

Fluorosilicic acid (16961-83-4)	
IARC group	3

Reproductive toxicity : Not classified

Hydrofluorosilicic Acid

Safety Data Sheet 217

Specific target organ toxicity (single exposure) : Not classified
Specific target organ toxicity (repeated exposure) : Not classified
Aspiration hazard : Not classified

SECTION 12: Ecological information

12.1. Toxicity

Ecotoxicity	EPA Ecological Toxicity rating :	No data available.
	Acute Toxicity to Fish:	No data available.
	Chronic Toxicity to Fish:	No data available.
	Acute Toxicity to Aquatic Invertebrates:	(Frog) Subcutaneous: LD ₅₀ = 140 mg/kg.
	Chronic Toxicity to Aquatic Invertebrates:	No data available.
	Acute Toxicity to Aquatic Plants:	No data available.
	Toxicity to Soil Dwelling Organisms:	No data available.
	Toxicity to Terrestrial Plants:	No data available.
Environmental Fate:	Stability in Water:	Product is NSF certified to ANSI Standard 60 for the fluoridation of municipal water supplies.
	Stability in Soil:	No data available.
	Transport and Distribution:	No data available.
Toxicity:	No data available	
Degradation Products:	Biodegradation:	No data available.
	Photodegradation:	No data available.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Sewage disposal recommendations : This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

Waste disposal recommendations : Place in an appropriate container/dispose of contaminated material at a licensed site.

Additional information : Dispose of waste material in accordance with all local, regional, national, and international regulations.

SECTION 14: Transport information

In accordance with DOT / TDG / ADR / RID / ADN / IMDG / ICAO / IATA

14.1. UN number

UN-No.(DOT) : 1778
DOT NA no. UN1778

14.2. UN proper shipping name

DOT Proper Shipping Name : Fluorosilicic acid
Department of Transportation (DOT) : 8 - Class 8 - Corrosive material 49 CFR 173.136
Hazard Classes

Hydrofluorosilicic Acid

Safety Data Sheet 217

Hazard labels (DOT)

: 8 - Corrosive substances



Packing group (DOT)

: II - Medium Danger

DOT Special Provisions (49 CFR 172.102)

: A6 - For combination packagings, if plastic inner packagings are used, they must be packed in tightly closed metal receptacles before packing in outer packagings.

A7 - Steel packagings must be corrosion-resistant or have protection against corrosion.

B2 - MC 300, MC 301, MC 302, MC 303, MC 305, and MC 306 and DOT 406 cargo tanks are not authorized.

B15 - Packagings must be protected with non-metallic linings impervious to the lading or have a suitable corrosion allowance.

IB2 - Authorized IBCs: Metal (31A, 31B and 31N); Rigid plastics (31H1 and 31H2); Composite (31HZ1). Additional Requirement: Only liquids with a vapor pressure less than or equal to 110 kPa at 50 C (1.1 bar at 122 F), or 130 kPa at 55 C (1.3 bar at 131 F) are authorized.

N3 - Glass inner packagings are permitted in combination or composite packagings only if the hazardous material is free from hydrofluoric acid.

N34 - Aluminum construction materials are not authorized for any part of a packaging which is normally in contact with the hazardous material.

T8 - 4 178.274(d)(2) Normal..... Prohibited

TP2 - a. The maximum degree of filling must not exceed the degree of filling determined by the following: (image) Where: t_r is the maximum mean bulk temperature during transport, t_f is the temperature in degrees celsius of the liquid during filling, and α is the mean coefficient of cubical expansion of the liquid between the mean temperature of the liquid during filling (t_f) and the maximum mean bulk temperature during transportation (t_r) both in degrees celsius. b. For liquids transported under ambient conditions may be calculated using the formula: (image) Where: d_{15} and d_{50} are the densities (in units of mass per unit volume) of the liquid at 15 C (59 F) and 50 C (122 F), respectively.

TP12 - This material is considered highly corrosive to steel.

DOT Packaging Exceptions (49 CFR 173.xxx)

: None

DOT Packaging Non Bulk (49 CFR 173.xxx)

: 202

DOT Packaging Bulk (49 CFR 173.xxx)

: 242

14.3. Additional information

Emergency Response Guide (ERG) Number

: 154

Other information

: No supplementary information available.

Hydrofluorosilicic Acid

Safety Data Sheet 217

Overland transport

No additional information available

Transport by sea

DOT Vessel Stowage Location : A - The material may be stowed "on deck" or "under deck" on a cargo vessel and on a passenger vessel.

Air transport

DOT Quantity Limitations Passenger : 1 L
aircraft/rail (49 CFR 173.27)

DOT Quantity Limitations Cargo : 30 L
aircraft only (49 CFR 175.75)

IATA ERG Number : 8L

SECTION 15: Regulatory information

15.1. US Federal regulations

Hydrofluorosilicic Acid	
SARA Section 311/312 Hazard Classes	Immediate (acute) health hazard Delayed (chronic) health hazard
Fluorosilicic acid (16961-83-4)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	

15.2. US State regulations

The following states have an OSH program approved by OSHA. If you are located in any of these states you may be under state jurisdiction rather than federal jurisdiction and your state may have more stringent requirements than OSHA. You should consult your state regulations to ensure compliance.

Alaska	Indiana	Minnesota	North Carolina	Utah
Arizona	Iowa	Nevada	Oregon	Vermont
California	Kentucky	New Mexico	Puerto Rico	*Virgin Islands
*Connecticut	Maryland	*New Jersey	South Carolina	Virginia
Hawaii	Michigan	*New York	Tennessee	Washington
*Illinois				Wyoming

*The state plans in these states apply only to public sector employers. In these states private sector employers are subject to USOL – OSHA jurisdiction. All other state plans apply to both public and private sector employers.

Fluorosilicic acid (16961-83-4)
U.S. - Massachusetts - Oil & Hazardous Material List - Groundwater Reportable Conc. - Reporting Category 1
U.S. - Massachusetts - Oil & Hazardous Material List - Groundwater Reportable Conc. - Reporting Category 2
U.S. - Massachusetts - Oil & Hazardous Material List - Reportable Quantity
U.S. - Massachusetts - Oil & Hazardous Material List - Soil Reportable Concentration - Reporting Category 1
U.S. - Massachusetts - Oil & Hazardous Material List - Soil Reportable Concentration - Reporting Category 2
U.S. - Massachusetts - Right To Know List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - New Jersey - Special Health Hazards Substances List
U.S. - Texas - Effects Screening Levels - Long Term

Hydrofluorosilicic Acid

Safety Data Sheet 217

U.S. - Texas - Effects Screening Levels - Short Term

15.3. Canadian regulations

Hydrofluorosilicic Acid	
WHMIS Classification	Class D Division 1 Subdivision A - Very toxic material causing immediate and serious toxic effects Class E - Corrosive Material
Fluorosilicic acid (16961-83-4)	
Listed on the Canadian DSL (Domestic Substances List) inventory.	
Listed on the Canadian Ingredient Disclosure List – Disclosure at 1%.	

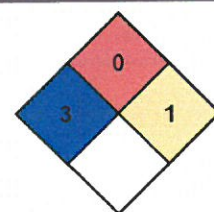
This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

SECTION 16: Other information

NFPA health hazard : 3 - Short exposure could cause serious temporary or residual injury even though prompt medical attention was given.

NFPA fire hazard : 0 - Materials that will not burn.

NFPA reactivity : 1 - Normally stable, but can become unstable at elevated temperatures and pressures or may react with water with some release of energy, but not violently.



Full text of H-phrases:

Acute Tox. 2 (Inhalation:dust,mist)	Acute toxicity (inhalation:dust,mist) Category 2
Acute Tox. 3 (Oral)	Acute toxicity (oral) Category 3
Acute Tox. 4 (Inhalation:dust,mist)	Acute toxicity (inhalation:dust,mist) Category 4
Acute Tox. 4 (Oral)	Acute toxicity (oral) Category 4
Eye Dam. 1	Serious eye damage/eye irritation Category 1
Skin Corr. 1A	skin corrosion/irritation Category 1A
H301	Toxic if swallowed
H302	Harmful if swallowed
H314	Causes severe skin burns and eye damage
H318	Causes serious eye damage
H330	Fatal if inhaled
H332	Harmful if inhaled

Previous PotashCorp MSDS Number : MSDS 52 – Hydrofluorosilicic Acid

SDS US (GHS HazCom 2012)

Hydrofluorosilicic Acid

Safety Data Sheet 217

Although the information contained is offered in good faith, SUCH INFORMATION IS EXPRESSLY GIVEN WITHOUT ANY WARRANTY (EXPRESS OR IMPLIED) OR ANY GUARANTEE OF ITS ACCURACY OR SUFFICIENCY and is taken at the user's sole risk. User is solely responsible for determining the suitability of use in each particular situation. PCS Sales specifically DISCLAIMS ANY LIABILITY WHATSOEVER FOR THE USE OF SUCH INFORMATION, including without limitation any recommendation which user may construe and attempt to apply which may infringe or violate valid patents, licenses, and/or copyright.

NSF International

789 N. Dixboro Road, Ann Arbor, MI 48105 USA

RECOGNIZES

Univar Solutions USA Inc. DBA Univar USA Inc.

Facility: Distribution Center - Cleveland, OH

AS COMPLYING WITH NSF/ANSI/CAN 60 AND ALL APPLICABLE REQUIREMENTS.

PRODUCTS APPEARING IN THE NSF OFFICIAL LISTING ARE

AUTHORIZED TO BEAR THE NSF MARK.



ISO/IEC 17065
Product Certification Body
#0216

Certification Program
Accredited by the
American National
Standards Institute



Certification Program
Accredited by the
Standards Council
of Canada

This certificate is the property of NSF International and must be returned upon request. This certificate remains valid as long as this client has products in NSF's Official Listings for the referenced standards. For the most current and complete Listing information, please access NSF's website (www.nsf.org).

Theresa Bellish

December 9, 2019

Certificate# C0536751 - 01

Theresa Bellish

General Manager, Water Systems

NSF International

789 N. Dixboro Road, Ann Arbor, MI 48105 USA

RECOGNIZES

Univar Solutions USA Inc. DBA Univar USA Inc.

Facility: Distribution Center - Elizabeth, NJ

AS COMPLYING WITH NSF/ANSI/CAN 60 AND ALL APPLICABLE REQUIREMENTS.
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December 9, 2019

Certificate# C0536750 - 01

Theresa Bellish

General Manager, Water Systems

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

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



October 8, 2021

ERIE COUNTY WATER AUTHORITY
Service Center Front Desk
3030 Union Road
Cheektowaga, NY 14227

RE: Furnish and Deliver Fluorosilicic Acid to the Erie County Water Authority for the Treatment of Water for One Year from Nov 1, 2021 through Oct 31, 2022
(Project No. 202100108)

To Whom It May Concern:

Univar Solutions is pleased to provide pricing for the above bid, due October 12, 2021, 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,

Michael Crea

Municipal Specialist
Eastern Region
Univar Solutions
muniteam-east@univarsolutions.com
www.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.

Contact Information

Bids and contracts:

Univar Solutions USA Inc.
Michael Crea, Municipal Specialist
200 Dean Sievers Place, Morrisville, PA 19067
(215) 337-5411 ****phone****
(215) 337-6290 ****fax****
michael.crea@univarsolutions.com

Emergencies, chemical related:

ChemTrec
(800) 424-9300

Emergencies, after hours:

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

Mike Duchesne, District Operations Manager
(401) 639-7332

Mike Turbitt, Branch Operations Manager
(401) 639-7345

Orders and delivery:

Dave Wurtz
(215) 337-6242
dave.wurtz@univarsolutions.com

(855) 888-8648
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

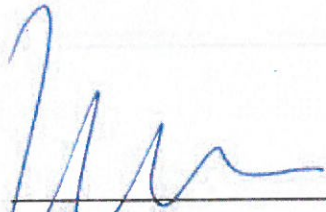
CERTIFICATE OF SECRETARY

I, Noelle J. Perkins, hereby certify that:

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

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

IN WITNESS WHEREOF, I have executed this Certificate of Corporate Secretary of the Company this 9th day of November 2020.

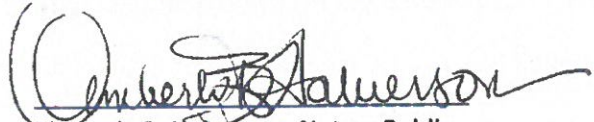


Noelle J. Perkins
General Counsel and Corporate
Secretary

**STATE OF ILLINOIS
COUNTY OF DUPAGE**

This Certificate of Secretary was signed and swore before me this 9th day of November 2020 by Noelle J. Perkins, General Counsel and Corporate Secretary of Univar Solutions USA Inc.





Kimberly B. Halverson, Notary Public
My commission expires: September 5, 2022

**APPENDIX C
INSURANCE REQUIREMENTS**

**FURNISH AND DELIVER FLUOROSILICIC ACID TO THE ERIE COUNTY WATER
AUTHORITY FOR THE USE IN THE TREATMENT OF WATER FOR ONE YEAR
FROM NOVEMBER 1, 2021 THROUGH OCTOBER 31, 2022**

ECWA PROJECT No. 202100108

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 professional service provider 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 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/21/2021

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

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

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:														
INSURED Univar Solutions USA Inc. 3075 Highland Parkway Suite 200 Downers Grove IL 60515 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Illinois Union Insurance Company</td><td>27960</td></tr><tr><td>INSURER B: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER C: Indemnity Insurance Co of North America</td><td>43575</td></tr><tr><td>INSURER D: ACE Fire Underwriters Insurance Co.</td><td>20702</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Illinois Union Insurance Company	27960	INSURER B: ACE American Insurance Company	22667	INSURER C: Indemnity Insurance Co of North America	43575	INSURER D: ACE Fire Underwriters Insurance Co.	20702	INSURER E:		INSURER F:	
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INSURER D: ACE Fire Underwriters Insurance Co.	20702														
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570089965499 **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-JECT <input type="checkbox"/> LOC OTHER:			XSLG72479634 SIR applies per policy terms & conditions	06/01/2021	06/01/2022	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25547998 Commercial Auto	06/01/2021	06/01/2022	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			XCEG27380566008 SIR applies per policy terms & conditions	06/01/2021	06/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC67821464 AOS WLRC67821427 MA	06/01/2021	06/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Env Site Liab			PPLG71507944001 Claims Made Form SIR applies per policy terms & conditions	03/31/2019	06/01/2022	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)
ECWA Project No. 202100108
. Furnish and Deliver Fluorosilicic Acid. Erie County Water Authority, its officers, agents and employees, are included as additional insured in accordance with the provisions of the General Liability, Automobile Liability, Truckers' Liability, and Pollution Liability policies. General Liability evidenced herein is primary and non-contributory to other insurance available to an Additional Insured, in accordance with the policy provisions.
A Waiver of Subrogation is granted in favor of the additional insured in accordance with the policy provisions of the General Liability, Automobile Liability, and Truckers' Liability policies.

APPROVED/MJM-pending receipt of DB 120.1

CERTIFICATE HOLDER**CANCELLATION**

Erie County Water Authority Attn: Molly Jo Musarra Claims Representative/Risk Manager 295 Main Street, Room 350 Buffalo NY 14203 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>
--	---

Holder Identifier :

570089965499

Certificate No :



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Univar Solutions USA Inc.	
POLICY NUMBER See Certificate Number: 570089965499			
CARRIER See Certificate Number: 570089965499	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 H25548036 Truckers Liability	06/01/2021	06/01/2022	Combined Single Limi	\$5,000,000
	WORKERS COMPENSATION							
D		N/A		SCFC67821506 WI	06/01/2021	06/01/2022		
B		N/A		WCUC67821385 Excess WC--CA OH OR,WA SIR applies per policy terms & conditions	06/01/2021	06/01/2022		
	OTHER							
	<input checked="" type="checkbox"/> Claims made							



ADDITIONAL REMARKS SCHEDULE

Page _ of _

<small>AGENCY</small> Aon Risk Services Central, Inc.		<small>NAMED INSURED</small> Univar Solutions USA Inc.	
<small>POLICY NUMBER</small> See Certificate Number: 570089965499			
<small>CARRIER</small> See Certificate Number: 570089965499	<small>NAIC CODE</small>	<small>EFFECTIVE DATE:</small>	

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:

Automobile Liability policy includes Broadened Pollution liability for covered autos per form CA 99 48 10
 13. Truckers' Liability policy includes MCS-90.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured Univar Solutions Inc.			Endorsement Number 4
Policy Symbol XSL	Policy Number G72479634	Policy Period 06/01/2021 to 06/01/2022	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 Person or Organization: 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.

- 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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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



CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>Univar Solutions Inc. 3075 Highland Parkway, Suite 200 Downers Grove, IL 60515</p> <p><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></p>	<p>1b. Business Telephone Number of Insured</p> <p>215.337.5411</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>88313742</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p> <p>261251958</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Erie County Water Authority 295 Main Street, Room 350 Buffalo, NY 14203-2494</p>	<p>3a. Name of Insurance Carrier</p> <p>ACE American Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>WLR C67821464</p> <p>3c. Policy effective period</p> <p style="text-align: center;">06/01/2021 to 06/01/2022</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

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.**

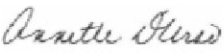
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

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: ANNETTE D'URSO
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  6/15/2021
(Signature) (Date)

Title: VICE PRESIDENT

Telephone Number of authorized representative or licensed agent of insurance carrier: 302.476.6307

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.