

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2016-0103)

THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and Brenntag Mid-South, Inc. of Henderson, Kentucky (“VENDOR”), who mutually agree as follows:

1. CITY issued (a) on March 10, 2016 Purchasing Office Solicitation No. 2016-020 thru 2016-023, a procurement solicitation for bids for supply and delivery upon demand of each of the following four (4) water treatment chemicals for a minimum of twelve (12) months: sodium permanganate (2016-020), hydrofluosilicic acid (fluoride) (2016-021), powder-activated carbon (Hydrodarco B) (2016-022), and polyaluminum chloride (2016-023), each chemical being bid out independently, and (b) on March 14, 2016 Addendum No. 1 to Purchasing Office Solicitation No. 2016-020 thru 2016-023 (collectively, “SOLICITATION”).
2. In response to CITY’s SOLICITATION, VENDOR submitted bids for hydrofluosilicic acid (fluoride), powder-activated carbon (Hydrodarco B) and polyaluminum chloride, said bids dated March 24, 2016 (“SUBMITTAL”), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein. (Pages 9-10 and 12-13 of CITY’s Specifications pertaining to SOLICITATION are intentionally omitted from said excerpts.)
3. CITY has determined that VENDOR’s bid for powder-activated carbon (Hydrodarco B) is the lowest and best responsive and responsible bid of all bids for that chemical received by CITY in response to SOLICITATION.
4. VENDOR included in SUBMITTAL CITY’s Standard Procurement Terms and Conditions with VENDOR’s contact information inserted (“CITY’S TERMS”), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
5. VENDOR has now also submitted a Certificate of Insurance (“CERTIFICATE OF INSURANCE”), a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meets or exceeds CITY’s Insurance Requirements as specified in SOLICITATION.
6. If and when insurance coverage documented by CERTIFICATE OF INSURANCE referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY’s Insurance Requirements as specified in SOLICITATION.
7. In the event that insurance coverage documented by CERTIFICATE OF INSURANCE referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.
8. VENDOR agrees to impose CITY’s insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.

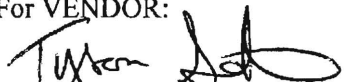
CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2016-0103)

9. VENDOR included in SUBMITTAL CITY's Indemnification Agreement, executed for VENDOR ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.
10. CITY awarded on May 24, 2016 to VENDOR the purchase of powder-activated carbon (Hydroadarco B) pursuant to SOLICITATION, SUBMITTAL, CITY'S TERMS, CERTIFICATE OF INSURANCE and INDEMNIFICATION AGREEMENT.
11. The term of award shall commence on July 1, 2016 and shall expire on June 30, 2017. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than four (4) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
12. During the course of either the initial term of award or an optional extension to the initial term of award, if any such optional extension is exercised, CITY shall have the option to terminate this AGREEMENT immediately upon notifying VENDOR that CITY no longer has need to purchase powder-activated carbon (Hydroadarco B) pursuant to this AGREEMENT.
13. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY'S TERMS; (c) INDEMNIFICATION AGREEMENT; (d) SOLICITATION; and (e) SUBMITTAL.

EXECUTED THIS 27th DAY OF May 2016

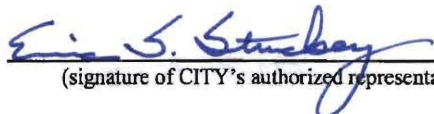
For VENDOR:



(signature of VENDOR's authorized representative)

TITLE: Branch Manager

For CITY:



(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:



Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2016-0103)

Attachment No. 1

Excerpts from SUBMITTAL

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

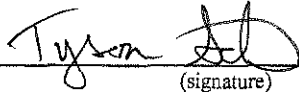
Purchasing Office Solicitation No.: 2016-020 thru 2016-023

Vendor's name, street address, and mailing address:	BRENNTAG MID-SOUTH, INC. <hr/> 1405 HWY 136 W <hr/> P.O. BOX 20 <hr/> HENDERSON, KY 42419 <hr/>
Vendor's contact person's name (printed), title, telephone number and e-mail address:	TYSON SCHNITKER <hr/> BRANCH MANAGER <hr/> 270-830-1259 <hr/> TSchnitker@brenntag.com <hr/>
Does the bidder take any exceptions to the City's procurement solicitation?	<input type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	<input type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder takes no exceptions.
For which chemicals is the bidder competing (please mark one or more)?	<input type="checkbox"/> (a) sodium permanganate (2016-020) <input checked="" type="checkbox"/> (b) hydrofluosilicic acid (fluoride) (2016-021) <input checked="" type="checkbox"/> (c) powder-activated carbon (hydrodarco B) (2016-022) <input checked="" type="checkbox"/> (d) polyaluminum chloride (PAC) (2016-023)
Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following delivery terms: _____
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____
Last date (no sooner than June 30, 2016) that bid and associated pricing is valid and may be accepted by the City:	<u>June 30, 2016</u>
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

<p>Are the following components included with this Bid Submittal Form in the bid submittal?</p> <ul style="list-style-type: none"> • Detailed vendor-supplied description of bid product(s) and/or service(s); • Manufacturer's literature and data, to include the current Material Safety Data Sheet (MSDS); • City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; • Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; • Vendor-supplied contact information for minimum of three references; • City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; • Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; • City of Franklin Affidavit of Non-Collusion, executed in full; • If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; and • City of Franklin Affidavit of Title VI Compliance, executed in full. 	<p><input checked="" type="checkbox"/> Yes, see enclosed.</p> <p><input type="checkbox"/> No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).</p>
<p>Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its bid, it is the responsibility of each potential bidder to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)</p>	<p><input checked="" type="checkbox"/> Addendum No. <u> 1 </u>.</p> <p><input type="checkbox"/> Addenda Nos. _____.</p> <p><input type="checkbox"/> No addenda.</p>
<p>Signature of bidder's authorized representative: I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.</p>	 _____ (signature)
<p>Title of bidder's authorized representative:</p>	<p>BRANCH MANAGER</p> <p>_____</p>
<p>Date of signature:</p>	<p>MARCH 24, 2016</p> <p>_____</p>

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

Solicitation No.	Estimated Quantities per Year ¹	Chemical	Strength	Type	Shipment	City facility to which chemical is to be delivered	Quoted Unit Price ² per pound	Quoted Unit Price ³ per U.S. gallon	Estimated time of delivery (calendar days after receipt of order)
2016-020	4,200 gallons	Sodium Permanganate	20%	Liquid	bulk delivery	Water Treatment Facility ³	<u>\$No Bid</u> per pound	<u>\$ No Bid</u> per U.S. gallon	_____ days
2016-021	17,000 pounds	Hydrofluosilicic Acid (Fluoride)	23-25%	Liquid	55-gallon drums or totes	Water Treatment Facility ³	<u>\$0.32</u> per pound	<u>\$ 3,28448</u> per U.S. gallon	<u>2-3</u> days
2016-022	38,000 pounds	Powder-Activated Carbon (Hydrosarco B)	NSF-approved	Powder	Bags, each bag weighing between 40 and 50 pounds	Water Treatment Facility ³	<u>\$0.915</u> per pound	n/a	<u>2-3</u> days
2016-023	To be determined after jar test	Polyaluminum Chloride (PAC)	PAC depends upon the results of the jar-test	Liquid	bulk delivery	Water Treatment Facility ³	<u>\$0.24</u> per pound	<u>\$ 2,5656</u> per U.S. gallon	<u>3-4</u> days

¹ Bidders are advised and cautioned that the indicated estimated quantities represent only approximate projections and do not represent guaranteed minimums or maximums.

² "Quoted Unit Prices" shall be all-inclusive, specifically including supply, delivery, unloading or offloading and deposit of the chemical in a specific container and/or at a specific location as directed by the City.

³ The City of Franklin Water Treatment Facility is located at 838 Lewisburg Pike, Franklin, TN 37064.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

1. Solicitation identified: These specifications apply to the following procurement:
supply and delivery upon demand of each of the following four (4) water treatment chemicals for a minimum of twelve (12) months: sodium permanganate (2016-020), hydrofluosilicic acid (fluoride) (2016-021), powder-activated carbon (hydrodarco B) (2016-022), and polyaluminum chloride (PAC) (2016-023); each chemical being bid out independently

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

2. Notice to Bidders publication date: **March 10, 2016**
3. Solicitation release date: **March 10, 2016**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **March 22, 2016, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **March 29, 2016, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **April 22, 2016**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **May 10, 2016**
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to supply and deliver, on an as-needed (just-in-time) basis during the term of award, each of the chemicals specified below which are intended to be used for the treatment of drinking water. Note that the City is soliciting pricing for four (4) specified chemicals. All four (4) specified chemicals are being bid out simultaneously, but each specified chemical is being bid out separately from and independently of the others. Vendors are invited to submit bids for any or all of the specified chemicals. See the accompanying Instructions for Bidders for additional information and instructions.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

9. Exceptions:

- a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
- b. Any deviation or variance from the City's specifications shall be considered to be an exception.
- c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

10. General terms and conditions:

- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
- b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Delivery terms. As a matter of practice, the City of Franklin expects the successful bidder to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- d. Payment terms. As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net thirty (30) calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.

- e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- h. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- i. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full,

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return-to-duty and follow-up alcohol and controlled substances testing of City employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

11. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid products, items and services. See also specification 11.1.11 below.
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION.
- Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

- 11.1. C **Relative to all or any of the four (4) chemicals specified herein:**
- 11.1.1. C The City intends for the Water Management Department to use the specified chemicals for the treatment of drinking water. Chemicals as bid shall be designed and manufactured according to industry standards for this intended use.
- 11.1.2. C The successful bidder shall, within the specified allowable time after receipt of order, supply and deliver, to the City facility specified below, the specified chemicals for a term of award to be effective upon a date to be established in the Procurement Agreement that shall memorialize the final terms of this procurement, tentatively on or about July 1, 2016. Regardless of when the term of award commences, it shall terminate on June 30, 2017 or on the last calendar day of the twelfth calendar month following execution by both parties of a City of Franklin procurement agreement, whichever comes later.
- 11.1.3. C At any time after commencement but before or as soon as practicable after the expiration of this term of award, the City and the vendor may exercise an option to extend the term of award up to four (4) times, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if the vendor chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.
- 11.1.4. C During the course of either the initial term of award or an optional extension to the initial term of award, if any such optional extension is exercised, the City shall have the option to terminate the award immediately upon notifying the vendor that the City no longer has need to purchase the chemical pursuant to this procurement solicitation.
- 11.1.5. C For each chemical being bid, the quoted unit pricing shall be all-inclusive, specifically including supply, delivery, unloading or offloading and deposit of the chemical in a specific container and/or at a specific location as directed by the City.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

- 11.1.6. C Estimated quantities of each of the chemicals to be ordered per twelve (12) months are indicated below. Bidders are advised and cautioned that the indicated estimated quantities represent only approximate projections and do not represent guaranteed minimums or maximums.
- 11.1.7. C Bidder specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.
- 11.1.8. C Bidder shall indicate on the Bid Submittal Form the estimated time of delivery, measured in number of calendar days after receipt of order.
- 11.1.9. C Bidder shall include unloading or offloading and deposit of the deliverable(s) at specific locations as directed by the City of Franklin Water Treatment Facility plant superintendent or his authorized representative at the following facility:
- City of Franklin Water Treatment Facility
838 Lewisburg Pike
Franklin, TN 37064
- 11.1.10. C Bidder shall provide any labor and equipment necessary to unload or offload the deliverable(s) in a manner (a) consistent with best practices for shipping and receiving, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the deliverable, (c) that does not involve City personnel, and (d) without the need for a loading dock.
- 11.1.11. C The following information shall be furnished by the bidder along with the submitted bid: Manufacturer's literature and data, to include the current Material Safety Data Sheet (MSDS) for each chemical bid.
- 11.1.12. C Delivery shall be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, except holidays observed by the City.
- 11.1.13. C Quoted bid prices are to be offered by the bidder on a per unit basis. Bidder shall price chemical in dollars per preferred unit of measure of chemical.
- 11.1.14. C Deliveries shall be made within seven (7) calendar days after receipt of order.
- 11.1.15. C No aquatic toxicity or other compliance issues shall result from use of the chemicals bid.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

11.1.16. C By the time of the first delivery, the bidder awarded the purchase shall provide to the City of Franklin Water Treatment Facility plant superintendent or his authorized representative a Material Safety Data Sheet (MSDS) for each chemical.

11.1.17. C Invoices shall itemize dates and quantities delivered.

11.1.18. C The supplier/transporter shall be responsible for adhering to all federal, state and local safety rules and regulations. All supplier/transporter/delivery employees shall adhere to all safety practices and use of approved personal protective equipment during off-loading of chemicals.

11.1.19. C The supplier/transporter/deliverer shall be responsible for any and all chemical spills (containment, cleanup and abatement) during delivery and/or off-loading of chemicals in accordance with the City Water Management Department's chemical spill prevention, control and counter-measurement plan (available upon request). All containers delivered may be inspected for leakage upon arrival and prior to unloading. Leaking containers shall not be unloaded and accepted by the City. Response and remediation for any containers determined to be leaking shall remain the responsibility of the supplier/transporter/deliverer. Dented or damaged containers shall not be accepted and shall be rejected at delivery. Removal of any rejected containers shall be the supplier's responsibility.

11.1.20. C Permanent eye-wash stations and showers, to be used as safety water, are available at or near each of the locations of delivery and off-loading.

11.1.21. Insurance requirements:

11.1.21.1. C Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall indicate Certificate Holder* as Additional Insured with copy of Additional Insured blanket endorsement attached
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder* only
Workers Compensation	Statutory limits	Certificate Holder* only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder* only

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

Type of Coverage	Limits of Coverage	Certificate of Insurance
Environmental liability including bodily injury, property damage, legal expenses, and clean-up costs related to the pollution liability exposure associated with the transport of chemical products	\$1,000,000 combined single limit	Certificate Holder' only

*Certificate Holder shall be listed as follows:

City of Franklin
109 3rd Ave. South
Franklin, TN 37064

- 11.1.21.2. C

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.
- 11.1.21.3. C

In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancellation.
- 11.1.21.4. C

The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

- 11.4. **Relative to powder-activated carbon (hydrodarco B) (City of Franklin Purchasing Office Solicitation No.: 2016-022):**
- 11.4.1. C Chemical shall be NSF-approved.
- 11.4.2. C Chemical shall be a dry powder and delivered by the pallet of approximately 50 bags, each bag weighing between 40 and 50 pounds. Delivery shall be by truck with lift-gate.
- 11.4.3. C The following statistics are provided for the information of the bidder and are based on the quantity purchased over the most recent twelve-month period for which information was available. Bidders are advised and cautioned that the indicated quantities represent only an approximate projection and do not represent either a guaranteed minimum or maximum. Bidders will notice on the Bid Submittal Form an estimated quantity per year which will be used for purposes of calculating the value of each bid.

Powder-Activated Carbon (Hydrodarco B) (City of Franklin Purchasing Office Solicitation No.: <u>2016-022</u>)	
Approximate number of deliveries over most recent 12 months	6
Approximate total number of units delivered over most recent 12 months	38,000 pounds
Approximate lowest number of units per delivery over most recent 12 months	4,000 pounds
Approximate highest number of units per delivery over most recent 12 months	10,000 pounds

Product Description:

Hydrofluosilicic Acid 23% Fluoride (SDS with bid package)

Powdered Activated Carbon Hydrodarco B (SDS with bid package)

Brennfloc BC 2380 Polyaluminum Chloride (SDS with bid package)



SAFETY DATA SHEET

Prepared in accordance with the United States Hazard Communication Standard: 29 CFR 1910.1200 (2012)

Revision date: 13-May-2015

1. IDENTIFICATION OF THE SUBSTANCE PREPARATION AND OF THE COMPANY UNDERTAKING

Product name: HYDRODARCO® B

Product code: HDB

Synonyms: Activated carbon

Recommended use: Liquid and vapor applications (purification, decolorization, separation, catalyst and deodorization)

Restrictions on use: No information available.

Supplier:

Cabot Corporation
157 Concord Road
Billerica, MA 01821
UNITED STATES
Tel: 1-978-663-3455
Fax: 1-978-670-6955

Emergency Telephone Number: US: CHEMTREC 1-800-424-9300 or 1-703-527-3887
International CHEMTREC: +1 703-741-5970 or +1-703-527-3887

2. HAZARDS IDENTIFICATION

Classification

OSHA Regulatory Status: This chemical is considered hazardous by the United States 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200).

Label Elements

Pictogram: None

Signal Word: WARNING

Hazard statements: May form combustible dust concentrations in air

**Precautionary Statements-
Prevention**

- Keep away from all ignition sources including heat, sparks and flame
- Prevent dust accumulations to minimize explosion hazard

Hazards not otherwise classified (HNOC)

Odorless black granules or powder. Avoid contact with skin and eyes. Avoid breathing dust. Activated carbon (especially when wet) can deplete oxygen from air in enclosed spaces, and dangerously low levels of oxygen may result. Prior to entering a confined space that contains or previously contained activated carbon, the space should be evaluated for oxygen and carbon monoxide concentrations, and any other hazards, by a qualified person.

Workers should also take appropriate precautions when dealing with spent (used) activated carbons which may exhibit hazardous properties associated with the adsorbed materials.

Avoid dust formation. Powdered material may form an explosible dust-air mixture. If transferring product under pressure, avoid generation of dust if an ignition source is present.

Activated carbons have high surface area which may cause self-heating during oxidation. See Section 5.

Do not generate dust because airborne respirable crystalline silica may be generated.

Potential health effects

- Principle Routes of Exposure:** Inhalation, Eye contact, Skin Contact
- Eye Contact:** May cause mechanical irritation. Avoid contact with eyes.
- Skin Contact:** May cause mechanical irritation. Avoid contact with skin.
- Inhalation:** Dust may be irritating to respiratory tract. Provide appropriate local exhaust ventilation at machinery and at places where dust can be generated. See also Section 8.
- Ingestion:** Adverse health effects are not known or expected under normal use.
- Carcinogenicity:** See Section 11.
- Target Organ Effects:** Lungs, Eyes, Skin
- Medical Conditions Aggravated by Exposure:** Asthma, Respiratory disorder, Skin disorders
- Potential Environmental Effects:** No special environmental precautions required. See also Section 12.

3. COMPOSITION/ INFORMATION ON INGREDIENTS

Synonyms: Activated carbon.

Chemical name	CASNo	weight-%	Trade secret
Activated Carbon	7440-44-0	100	

This product, which is manufactured from a naturally occurring raw material(s), contains <10% total crystalline silica (quartz, CASRN 14808-60-7).

4. FIRST AID MEASURES**FIRST AID MEASURES**

Skin Contact	Wash thoroughly with soap and water. Seek medical attention if symptoms develop.
Eye contact	Flush eyes immediately with large amounts of water for 15 minutes. Seek medical attention if symptoms develop.
Inhalation	If cough, shortness of breath or other breathing problems occur, move to fresh air. Seek medical attention if symptoms persist. If necessary, restore normal breathing through standard first aid measures.
Ingestion	Do not induce vomiting. If conscious, give several glasses of water. Never give anything by mouth to an unconscious person.

Most important symptoms and effects, both acute and delayed

Symptoms:	The most important known symptoms and effects are described in Section 2 and/or in Section 11.
------------------	--

Indication of any immediate medical attention and special treatment needed

Note to physicians:	Treat symptomatically.
----------------------------	------------------------

5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media:	Use foam, carbon dioxide (CO ₂), dry chemical or water spray. A fog is recommended if water is used.
Unsuitable Extinguishing Media:	DO NOT USE a solid water stream as it may scatter and spread fire. In the event of a fire, spreading large amounts of activated carbon is not recommended due to the risk of creating uncontrolled dust emissions.
Specific hazards arising from the chemical:	<p>Burning produces irritant fumes. If transferring product under pressure, avoid generation of dust if an ignition source is present.</p> <p>Activated carbons have high surface area which may cause self-heating during oxidation. An adequate air gap between packages of activated carbon is recommended to reduce risk of propagation of the event. Activated carbon is difficult to ignite and tends to burn slowly (smolder) without producing smoke or flame.</p>
Hazardous combustion products:	Used activated carbon may produce additional combustion products which are based on the substance(s) adsorbed. Materials allowed to smolder for long periods in enclosed spaces may produce amounts of carbon monoxide which reach the lower explosive limit (carbon monoxide LEL = 12.5% in air). Carbon monoxide (CO). Carbon dioxide (CO ₂).
Protective equipment and precautions for firefighters:	In the event of fire, wear self-contained breathing apparatus. Wear suitable protective equipment.

6. ACCIDENTAL RELEASE MEASURES**Personal precautions, protective equipment and emergency procedures**

Personal precautions: Avoid dust formation. Ensure adequate ventilation. Use personal protective equipment. See also Section 8.

Environmental Precautions:

Environmental Precautions: No special environmental precautions required. Local authorities should be advised if significant spillages cannot be contained.

Methods and material for containment and cleaning up

Methods for containment: Prevent further leakage or spillage if safe to do so.

Methods for cleaning up: Avoid dry sweeping and use water spraying or vacuum cleaning systems to prevent airborne dust generation. Use of a vacuum with high efficiency particulate air (HEPA) filtration is recommended. Do not create a dust cloud by using a brush or compressed air. Pick up and transfer to properly labelled containers. Spent granular activated carbon may be recyclable. Dispose of virgin (unused) carbon (surplus or spillage) in a facility permitted for non-hazardous wastes. Spent (used) carbon should be disposed of in accordance with applicable laws. Do not reuse empty bags: dispose of in a facility permitted for non-hazardous wastes. See Section 13.

7. HANDLING AND STORAGE

Precautions for safe handling

Advice on safe handling: Avoid contact with skin and eyes. Avoid dust formation. Do not breathe dust. Provide appropriate local exhaust ventilation at machinery and at places where dust can be generated. Do not create a dust cloud by using a brush or compressed air. Dust may form explosible mixture in air.

Activated carbons have high surface area which may cause self-heating during oxidation. Take precautionary measures against static discharges. All metal parts of the mixing and processing equipment must be earthed/grounded. Ensure all equipment is electrically earthed/grounded before beginning transfer operations. Fine dust is capable of penetrating electrical equipment and may cause electrical shorts. If hot work (welding, torch cutting, etc.) is required the immediate work area must be cleared of product and dust.

Conditions for safe storage, including any incompatibilities

Storage Conditions: Keep in a dry, cool and well-ventilated place. Keep away from heat and sources of ignition. Do not store together with strong oxidizing agents. Keep in properly labeled containers. Activated carbon is difficult to ignite and tends to burn slowly (smolder) without producing smoke or flame. Dust deposits should not be allowed to accumulate on surfaces, as these may form an explosible mixture if they are released in the atmosphere in sufficient concentrations. Prior to entering a confined space that contains or previously contained activated carbon, the space should be evaluated for oxygen and carbon monoxide concentrations, and any other hazards, by a qualified person.

Incompatible materials: Strong oxidizing agents. Strong acids.

8. EXPOSURE CONTROLS/ PERSONAL PROTECTION

Exposure guidelines:

Exposure limits for components or similar components are stated below.

Dust, or Particulates Not Otherwise Specified:	Austria MAK:	10 mg/m ³ , STEL 2x30 min, Inhalable dust 5 mg/m ³ , TWA, Inhalable dust
	Belgium:	10 mg/m ³ , TWA, Inhalable 3 mg/m ³ TWA, Respirable
	Canada (Saskatchewan):	10 mg/m ³ , TWA, Inhalable 3 mg/m ³ TWA, Respirable
	China:	8 mg/m ³ , TWA 10 mg/m ³ , STEL
	France:	10 mg/m ³ , TWA Inhalable dust 5 mg/m ³ , TWA Respirable dust
	Germany - TRGS900:	10 mg/m ³ , TWA, Inhalable 3 mg/m ³ , Respirable fraction
	Hong Kong:	10 mg/m ³ , TWA
	Ireland:	10 mg/m ³ , TWA, Total inhalable 4 mg/m ³ , TWA, Respirable
	Italy:	10 mg/m ³ , TWA, Inhalable 3 mg/m ³ , TWA, Respirable
	Japan:	3 mg/m ³ TWA, Respirable
	Malaysia:	10 mg/m ³ , TWA, Inhalable 3 mg/m ³ , TWA, Respirable
	The Netherlands:	3.5 mg/m ³ , Inhalable
	Spain:	10 mg/m ³ , VLA, Inhalable 3 mg/m ³ , VLA, Respirable
	Sweden:	10 mg/m ³ , NGV, Total inhalable 5 mg/m ³ , NGV, Respirable
	United Kingdom - WEL:	10 mg/m ³ , TWA, Total Inhalable dust 4 mg/m ³ , TWA, Respirable dust
	USACGIH - PNOS:	10 mg/m ³ , TWA, Inhalable 3 mg/m ³ , TWA, Respirable
	USOSHA - PEL:	15 mg/m ³ , TWA, Total dust 5 mg/m ³ , TWA, Respirable

Silica, Crystalline (Quartz) CASRN 14808-60-7:	Austria MAK:	0.15 mg/m ³ , TWA (Respirable)
	Belgium:	0.1 mg/m ³ , TWA (Alveolar fraction)
	Denmark:	0.1 mg/m ³ , TWA (Respirable)
	Finland:	0.05 mg/m ³ , TWA (Respirable)
	France:	0.1 mg/m ³ , VME (Alveolar fraction)
	Ireland:	0.1 mg/m ³ , TWA (Respirable)
	Italy:	0.025 mg/m ³ , TWA (Respirable)
	Japan:	(3 mg/m ³)/(1.19%SO ₂ + 1) (Respirable)
	Switzerland:	0.15 mg/m ³ , TWA (Respirable)
	UKWEL:	0.1 mg/m ³ , TWA (Respirable)
	USOSHA PEL:	(10 mg/m ³)/(%SO ₂ + 2) (Respirable) (30 mg/m ³)/(%SO ₂ + 2) (Total)
	USACGIH TLV:	0.025mg/m ³ (Respirable)

MAK: Maximale Arbeitsplatzkonzentration (Maximum Workplace Concentration)

NGV: Nivå Gräns Värdet (Level Limit Value)

PEL: Permissible Exposure Limit

STEL: Short Term Exposure Limit

TLV: Threshold Limit Value

TRGS: Technische Regeln für Gefahrstoffe (Technical Rule for Hazardous Materials)

TWA: Time Weighted Average

USACGIH: United States American Conference of Governmental Industrial Hygienists

USOSHA: United States Occupational Safety and Health Administration

VLA: Valore Limite Ambientale (Environmental Limit Value)

WEL: Workplace Exposure Limit

Engineering Controls: Ensure adequate ventilation to maintain exposures below occupational limits. Provide appropriate local exhaust ventilation at machinery and at places where dust can be generated.

Personal protective equipment [PPE]

Respiratory Protection: Approved respirator may be necessary if local exhaust ventilation is not adequate.

Hand Protection: Wear suitable gloves.

Eye/ face Protection: Wear eye/face protection. Wear safety glasses with side shields (or goggles).

Skin and Body Protection: Wear suitable protective clothing. Wash clothing daily. Work clothing should not be allowed out of the workplace.

Other: Handle in accordance with good industrial hygiene and safety practice. Emergency eyewash and safety shower should be located nearby.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information given is based on data obtained from this substance or from similar substances.

Physical State:	Solid	Odor:	Generally odorless. May produce slight sulfur smell when wet.
Appearance:	Powder	Odor threshold:	Not Applicable
Color:	Black		

<u>Property</u>	<u>Values</u>	<u>Remarks • Method</u>
pH:		Not Applicable
Melting point/freezing point:		Not Applicable
Boiling point / boiling range:		Not Applicable
Evaporation Rate:		Not Applicable
Vapor pressure:		Not Applicable
Vapor Density:		Not Applicable
Density:		No information available
Bulk Density:	25 - 35 lbs/ft ³	
Specific Gravity at 20 °C:		No information available
Water solubility:		Insoluble
Solubility(ies):		No information available
Partition Coefficient (n-octanol/ water):		No information available
Decomposition temperature:		No information available
Viscosity:		No information available
Kinematic viscosity:		No information available
Dynamic viscosity:		No information available
Oxidizing Properties:		Not Applicable
Softening point:		No information available
VOC content (%):		Not Applicable
% Volatile (by Volume):		No information available
% Volatile (by Weight):		No information available
Surface Tension:		No information available
Explosive properties:		Dust may form explosive mixture in air
Flash Point:		Not Applicable
Flammability (solid, gas):		No information available
Flammability Limit in Air:		No information available
Explosion Limits in Air - Upper (g/ m ³):		No information available
Explosion Limits in Air - Lower (g/ m ³):	50 g/ m ³	ASTM E-1515
Autoignition Temperature:		No information available
Minimum Ignition Temperature:	480 - 500 °C	ASTM E-1491
Minimum Ignition Energy:	> 500 mJ	ASTM E-2019 and IEC61241-2-3
Ignition Energy:		No information available
Maximum Absolute Explosion Pressure:	7.9 bar	ASTM E-1226
Maximum Rate of Pressure Rise:	415 bar/ sec	ASTM E-1226
Burn Velocity:		No information available
Kst Value:	113 bar.meter/second	ASTM E-1226
Dust Explosion Classification:	ST1	

10. STABILITY AND REACTIVITY

Reactivity:	May react exothermically upon contact with strong oxidizers.
Stability:	Stable under recommended handling and storage conditions.
Possibility of hazardous reactions:	None under normal processing.
Hazardous polymerization:	Hazardous polymerization does not occur.

Conditions to avoid:	Keep away from heat and sources of ignition. Avoid dust formation. Activated carbon (especially when wet) can deplete oxygen from air in enclosed spaces, and dangerously low levels of oxygen may result. Activated carbons have high surface area which may cause self-heating during oxidation.
Incompatible materials:	Strong oxidizing agents. Strong acids.
Explosion data	See also Section 9.
Sensitivity to Mechanical Impact:	None.
Sensitivity to Static Discharge:	Dust may form explosible mixture in air. Do not create a dust cloud by using a brush or compressed air.
Hazardous decomposition products:	Used activated carbon may produce additional combustion products which are based on the substance(s) adsorbed. Materials allowed to smolder for long periods in enclosed spaces may produce amounts of carbon monoxide which reach the lower explosive limit (carbon monoxide LEL = 12.5% in air). Carbon oxides.

11. TOXICOLOGICAL INFORMATION

Information given is based on data obtained from this substance or from similar substances.

Acute toxicity

Not classified.

Oral LD50:	LD50/oral/rat =>2000 mg/kg. (OECD 423).
Inhalation LC50:	LC50/inhalation/ 1h/rat =>8.5 mg/L (OECD 403)
Dermal LD50:	Absorption highly unlikely, no health effects known.

Skin corrosion/ irritation: Not classified
Skin irritation test, rabbit (OECD 404): Not irritating

Serious eye damage/ eye irritation: Not classified. Eye irritation test, rabbit (OECD 405): Not irritating.

Sensitization: Not classified. Not sensitizing based on Local Lymph Node Assay (OECD 429).

Mutagenicity: Not classified.
- Gene mutation in bacteria (Bacterial Reverse Mutation Assay/ Ames) (OECD 471): not mutagenic.
- In vitro Mammalian Chromosome Aberration Test (OECD 473): not clastogenic.
- In vitro Mammalian Cell Gene Mutation Test (OECD 476): non-mutagenic.

Carcinogenicity: Not classified.

Contains a component (crystalline silica) that is listed by IARC as group 1, by ACGIH as group A2, and by NTP as a known human carcinogen.

Reproductive Toxicity:	Not classified. Repeated dose inhalation toxicity test showed no reproductive target organ effects, and a toxicokinetic study showed no product migration to reproductive organs.
STOT - single exposure:	Not classified.
STOT - repeated exposure:	Not classified. Repeated dose toxicity study, inhalation (rat) 90 days (OECD 413): NOAEC 7.29 mg/m ³ (respirable). This test was conducted on activated carbon containing negligible crystalline silica; therefore activated carbon itself is not classified for STOT-PE. Although respirable crystalline silica is classified as STOT-PE1, this product contains <1% respirable crystalline silica, therefore it is not classified for STOT-PE.
Aspiration Hazard:	Based on industrial experience and available data, no aspiration hazard is expected.

12. ECOLOGICAL INFORMATION

Information given is based on data obtained from this substance or from similar substances.

Aquatic Toxicity:	Non toxic. The substance is highly insoluble in water and the substance is unlikely to cross biological membranes. No adverse ecological effects are known.
Terrestrial Toxicity:	Earthworm reproduction study (OECD 222), NOAEC for body weight reduction 1000 mg/kg soil; NOAEC for reproduction 3200 mg/kg soil. Non toxic in soil.

ENVIRONMENTAL FATE

Persistence and degradability	Not expected to degrade
Bioaccumulation	Not expected due to physicochemical properties of the substance.
Mobility:	Not expected to migrate. Insoluble.
Distribution to Environmental Compartments:	Insoluble. Expected to remain on soil surface.
Other adverse effects:	No information available.

13. DISPOSAL CONSIDERATIONS

Disclaimer: Information in this section pertains to the product as shipped in its intended composition as described in Section 3 of this MSDS. Contamination or processing may change waste characteristics and requirements. Regulations may also apply to empty containers, liners or rinsate. State/provincial and local regulations may be different from federal regulations.

RCRA:	Unused product is not a hazardous waste under U.S. RCRA, 40 CFR 261. Spent (used) product may be hazardous based on the substance adsorbed.
--------------	---

Disposal of wastes

Activated carbon, in its original state, is not a hazardous material or hazardous waste. Follow applicable regulations for waste disposal.

Spent (used) activated carbon may be classified as a hazardous waste depending upon its use, the substance(s) adsorbed, and how it is ultimately managed. Follow applicable regulations for disposal.

Recycling (reactivation) may be a viable alternative to disposal. Dust formation from residues in packaging should be avoided and suitable worker protection assured. Store used packaging in enclosed receptacles.

14. TRANSPORT INFORMATION

Not classified as dangerous in the meaning of transport regulations.

DOT

UN/ID no	Not regulated
Proper Shipping Name	Not regulated
Hazard Class	Not regulated
Packing group	Not regulated

ICAO (air)

UN/ID no	Not regulated
Proper Shipping Name	Not regulated
Hazard Class	Not regulated
Packing group	Not regulated

IATA

UN/ID no	Not regulated
Proper Shipping Name	Not regulated
Hazard Class	Not regulated
Packing group	Not regulated

IMDG

UN/ID no	Not regulated
Proper Shipping Name	Not regulated
Hazard Class	Not regulated
Packing group	Not regulated

FIID

UN/ID no	Not regulated
Proper Shipping Name	Not regulated
Hazard Class	Not regulated
Packing group	Not regulated

ADR

UN/ ID no	Not regulated
Proper Shipping Name	Not regulated
Hazard Class	Not regulated
Packing group	Not regulated

15. REGULATORY INFORMATION**Hazard Classification**

United States - OSHA (29 CFR 1910.1200): Hazardous

Canada - WHMIS Classification (CPR, SOR/ 88-66): Not controlled

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

Chemical name	WHMIS- Ingredient Disclosure
Quartz (respirable) 14808-60-7	1

International Inventories

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory	Complies
DSL/ NDSL - Canadian Domestic Substances List/ Non-Domestic Substances List	Complies
ENECS/ EUNCS - European Inventory of Existing Chemical Substances/ European List of Notified Chemical Substances	Complies
ENCS - Japan Existing and New Chemical Substances	Complies
IECSC - China Inventory of Existing Chemical Substances	Complies
KECL - Korean Existing and Evaluated Chemical Substances	Complies
FICCS - Philippines Inventory of Chemicals and Chemical Substances	Complies
AICS - Australian Inventory of Chemical Substances	Complies
NZIoC - New Zealand Inventory of Chemicals	Complies
TCSI - Taiwan Chemical Substance Inventory	Complies

US Federal Regulations**TSCA Section 12(b) Export Regulations:**

This product does not contain any components that are subject to TSCA 12(b) Export Notification

SARA 311/312 Hazard Categories

Acute Health Hazard	NO
Chronic Health Hazard	NO
Fire hazard	YES
Sudden release of pressure hazard	NO
Reactive Hazard	NO

Clean Air Act Amendments of 1990**(CAA, Section 112, 40 CFR 82):**

This product does not contain any components listed as a Hazardous Air Pollutant, Flammable Substance, Toxic Substance, or Class 1 or 2 Ozone Depletor

CWA (Clean Water Act)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

CERCLA

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material.

US State Regulations**California Proposition 65**

This product contains the following Proposition 65 chemicals.

Chemical name	California Proposition 65
Quartz (respirable) 14808-60-7 (<10)	Carcinogen

U.S. State Right-to-Know Regulations

Chemical name	New Jersey	Massachusetts	Pennsylvania	Louisiana:
Quartz (respirable) 14808-60-7	X	X	X	

16. OTHER INFORMATION**Disclaimer:**

The information set forth is based on information that Cabot Corporation believes to be accurate. No warranty, expressed or implied, is intended. The information is provided solely for your information and consideration and Cabot assumes no legal responsibility for use or reliance thereon. In the event of a discrepancy between the information on the non-English document and its English counterpart, the English version shall supersede.

Prepared by: Cabot Corporation - Safety, Health and Environmental Affairs
Revision date: 13-May-2015

The DARCO®, GRO-SAFE®, PETRODARCO®, NORIT®, and PURIT™ trademarks are owned by one or more Cabot Corporation subsidiaries.

End of Safety Data Sheet



Reference Request

Brenntag Mid-South, Inc.

**Murfreesboro Water and Sewer
PO Box 1477
Murfreesboro, TN 37130**

Bid proposal for chemicals

**D. Crocker – Purchasing
615-848-3222**

**Gallatin Water and Sewer
239 Hancock Street
Gallatin, TN 37066**

Bid proposal for chemicals

**Dee Wilson – Purchasing
615-451-5922**

**White House Utility
PO Box 608
307 Rockland Road
Hendersonville, TN 37075**

Bid proposal for chemicals

**Chris MacPhee – Purchasing
615-824-4656**

**City of Franklin
109 Third Ave. South
Franklin, TN 37065-0305**

Bid proposal for chemicals

Brian Wilcox - Purchasing

Brenntag Mid-South, Inc.

Henderson Branch
1405 Highway 136 West
P.O. Box 20
Henderson, KY 42419-0020

Tel. (270) 827-4509
Toll Free (800) 950-1727
Fax (270) 827-3990

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the **City of Franklin, Tennessee**

State of Kentucky)
County of Henderson) SS

Affiant, Corey L. Roberts, deposes and makes oath that:
(printed name of person signing Affidavit)

- 1. He or she is the Vice President Operations of Brenntag Mid-South, Inc.
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

- 2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
- 3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
- 4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
- 5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
- 6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

[Signature] Vice President Operations
(signature of Affiant) (title of Affiant)

Sworn and subscribed to before me this 16th day of March, 2016

[Signature] My Commission Expires: 1/22/18 2/6/18
(Notary Public)

Affidavit of Title VI Compliance
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

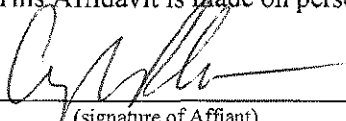
State of Kentucky)
County of Henderson) SS

Affiant, Corey L. Roberts, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Vice President Operations of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Brenntag Mid-South, Inc.
(legal name of entity submitting bid or proposal)


the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.


(signature of Affiant)

Vice President Operations
(title of Affiant)

Sworn and subscribed to before me this 16th day of March, 2016


(Notary Public)

My Commission Expires: ~~1/22/18~~ 2/6/18

Affidavit of Drug-Free Workplace
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

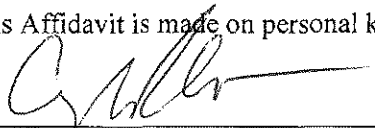
State of Kentucky)
County of Henderson) SS

Affiant, Corey L. Roberts, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Vice President Operations of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Brenntag Mid-South, Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

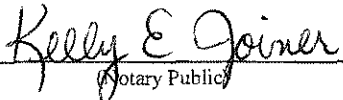


(signature of Affiant)

Vice President Operations

(title of Affiant)

Sworn and subscribed to before me this 16th day of March, 20 16



(Notary Public)

My Commission Expires: ~~1/22/18~~ 2/6/18

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2016-0103)

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2016-020 - 2016-023

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklintn.gov

In the case of Vendor:

Brenntag Mid-South, Inc.

Tyson Schnitker Branch Manager

1405 Hwy 136 W

P.O. Box 20

Henderson, KY 42420

270-827-3990

tschnitker@brenntag.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor 's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.

12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.

13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.

15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2016-0103)

Attachment No. 3

CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
4/26/2016	Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797	CLE-004765287-17	CITY OF FRANKLIN, TENNESSEE FRANKLIN CITY HALL, SUITE 107 109 3RD AVENUE SOUTH P.O. BOX 305 FRANKLIN, TN 37065-0305	Commercial General Liability, including Sudden and Accidental Pollution coverage	1/1/2017
				Automobile Liability	1/1/2017
				Workers Compensation and Employers' Liability	1/1/2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2016

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

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

PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797 424780*ALL-GAW-16-17	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Insurance Company Of The State Of PA</td> <td>19429</td> </tr> <tr> <td>INSURER B : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER C : Indemnity Insurance Company of North America</td> <td>43575</td> </tr> <tr> <td>INSURER D : Agri General Insurance Company</td> <td>42757</td> </tr> <tr> <td>INSURER E : ACE Fire Underwriters Co</td> <td>20702</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Insurance Company Of The State Of PA	19429	INSURER B : ACE American Insurance Company	22667	INSURER C : Indemnity Insurance Company of North America	43575	INSURER D : Agri General Insurance Company	42757	INSURER E : ACE Fire Underwriters Co	20702	INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Insurance Company Of The State Of PA	19429														
INSURER B : ACE American Insurance Company	22667														
INSURER C : Indemnity Insurance Company of North America	43575														
INSURER D : Agri General Insurance Company	42757														
INSURER E : ACE Fire Underwriters Co	20702														
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** CLE-004765287-17 **REVISION NUMBER:** 25

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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:	X		GL2638373	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISAH08867434	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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	WLRCA48600037 (AOS)	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B			N/A	WLRCA48600049 (CA, MA)	01/01/2016	01/01/2017	E.L. EACH ACCIDENT \$ 2,000,000
D				WLRCA48600050 (TN)	01/01/2016	01/01/2017	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
E				SCFCA48600062 (WI)	01/01/2016	01/01/2017	E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF FRANKLIN, TENNESSEE IS INCLUDED AS ADDITIONAL INSURED EXCEPT FOR WORKERS COMPENSATION, WHERE REQUIRED BY WRITTEN CONTRACT.
SUDDEN AND ACCIDENTAL POLLUTION COVERAGE IS INCLUDED IN THE GENERAL LIABILITY POLICY.

CERTIFICATE HOLDER CITY OF FRANKLIN, TENNESSEE FRANKLIN CITY HALL, SUITE 107 109 3RD AVENUE SOUTH P.O. BOX 305 FRANKLIN, TN 37065-0305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2016 forms a part of
Policy No. GL 263-8373 issued to BRENNTAG NORTH AMERICA, INC.
by THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.


AUTHORIZED REPRESENTATIVE

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2016-0103)

Attachment No. 4

INDEMNIFICATION AGREEMENT

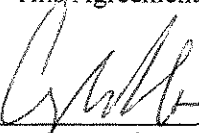
Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

On behalf of Bidder/Proposer, Corey L. Roberts agrees that:
(printed name of person signing Agreement)

1. He or she is the Vice President Operations of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Brenntag Mid-South, Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.



(signature of person whose printed name appears above)

Vice President Operations

(title of person whose printed name appears above)