

# CITY OF FRANKLIN, TENNESSEE

## PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2016-0102)

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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 and 11-13 of CITY’s Specifications pertaining to SOLICITATION are intentionally omitted from said excerpts.)
3. CITY has determined that VENDOR’s bid for hydrofluosilicic acid (fluoride) 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. 2016-0102)

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 10, 2016 to VENDOR the purchase of hydrofluosilicic acid (fluoride) 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 hydrofluosilicic acid (fluoride) 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 27<sup>th</sup> DAY OF May 2016

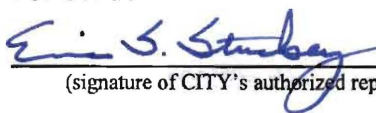
For VENDOR:



(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. 2016-0102)

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**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**

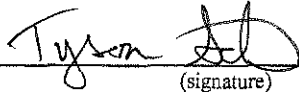
Purchasing Office Solicitation No.: 2016-020 thru 2016-023

<b>Vendor's name, street address, and mailing address:</b>	BRENNTAG MID-SOUTH, INC. <hr/> 1405 HWY 136 W <hr/> P.O. BOX 20 <hr/> HENDERSON, KY 42419 <hr/>
<b>Vendor's contact person's name (printed), title, telephone number and e-mail address:</b>	TYSON SCHNITKER <hr/> BRANCH MANAGER <hr/> 270-830-1259 <hr/> TSchnitker@brenntag.com <hr/>
<b>Does the bidder take any exceptions to the City's procurement solicitation?</b>	<input type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder takes no exceptions.
<b>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?</b>	<input type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder takes no exceptions.
<b>For which chemicals is the bidder competing (please mark one or more)?</b>	<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)
<b>Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder?</b>	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following delivery terms: _____
<b>Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?</b>	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____
<b>Last date (no sooner than June 30, 2016) that bid and associated pricing is valid and may be accepted by the City:</b>	<u>June 30, 2016</u>
<b>Method of payment</b> – 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><b>Are the following components included with this Bid Submittal Form in the bid submittal?</b></p> <ul style="list-style-type: none"> <li>• Detailed vendor-supplied description of bid product(s) and/or service(s);</li> <li>• Manufacturer's literature and data, to include the current Material Safety Data Sheet (MSDS);</li> <li>• City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;</li> <li>• Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor;</li> <li>• Vendor-supplied contact information for minimum of three references;</li> <li>• City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;</li> <li>• Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions;</li> <li>• City of Franklin Affidavit of Non-Collusion, executed in full;</li> <li>• If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; and</li> <li>• City of Franklin Affidavit of Title VI Compliance, executed in full.</li> </ul>	<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><b>Acknowledge any and all issued addenda to this solicitation:</b>                  (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><b>Signature of bidder's authorized representative:</b> 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>	<p style="text-align: center;">                  _____                  (signature)</p>
<p><b>Title of bidder's authorized representative:</b></p>	<p style="text-align: center;">BRANCH MANAGER                  _____</p>
<p><b>Date of signature:</b></p>	<p style="text-align: center;">MARCH 24, 2016                  _____</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 <sup>1</sup>	Chemical	Strength	Type	Shipment	City facility to which chemical is to be delivered	Quoted Unit Price <sup>2</sup> per pound	Quoted Unit Price <sup>3</sup> 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 <sup>3</sup>	<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 <sup>3</sup>	<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 <sup>3</sup>	<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 <sup>3</sup>	<u>\$0.24</u> per pound	<u>\$ 2,5656</u> per U.S. gallon	<u>3-4</u> days

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

<sup>2</sup> "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.

<sup>3</sup> 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

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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

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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

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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

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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

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- 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

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- 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 3<sup>rd</sup> 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

- 11.3. **Relative to hydrofluosilicic acid (fluoride)** (City of Franklin Purchasing Office Solicitation No.: 2016-021):
- 11.3.1. C Strength of chemical shall be 23-25%.
- 11.3.2. C Chemical shall be a liquid and delivered in 55-gallon drums or totes.
- 11.3.3. 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.

<b>Hydrofluosilicic Acid (Fluoride)</b> (City of Franklin Purchasing Office Solicitation No.: <u>2016-021</u> )	
Approximate number of deliveries over most recent 12 months	6
Approximate total number of units delivered over most recent 12 months	22,500 pounds
Approximate lowest number of units per delivery over most recent 12 months	3,300 pounds
Approximate highest number of units per delivery over most recent 12 months	3,850 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)



**1. Identification**

**Product identifier** HYDROFLUOSILICIC ACID 23% NSF  
**Other means of identification** None.  
**Recommended use** ALL PROPER AND LEGAL PURPOSES  
**Recommended restrictions** None known.

**Manufacturer/Importer/Supplier/Distributor information**

**Manufacturer**

**Company name** Brenntag Mid-South, Inc.  
**Address** 1405 Highway 136, West  
 Henderson, KY 42420  
**Telephone** 270-830-1222  
**E-mail** Not available.  
**Emergency phone number** 800-424-9300 CHEMTREC

**2. Hazard(s) identification**

**Physical hazards** Not classified.  
**Health hazards** Acute toxicity, oral Category 3  
 Acute toxicity, dermal Category 1  
 Acute toxicity, inhalation Category 2  
 Skin corrosion/irritation Category 1  
 Serious eye damage/eye irritation Category 1  
 Specific target organ toxicity, repeated exposure Category 1  
**Environmental hazards** Not classified.  
**OSHA defined hazards** Not classified.  
**Label elements**



**Signal word** Danger

**Hazard statement** Toxic if swallowed. Fatal in contact with skin. Causes severe skin burns and eye damage. Causes serious eye damage. Fatal if inhaled. Causes damage to organs through prolonged or repeated exposure.

**Precautionary statement**

**Prevention** Do not breathe vapor. Do not get in eyes, on skin, or on clothing. Wash thoroughly after handling. Do not eat, drink or smoke when using this product. Use only outdoors or in a well-ventilated area. Wear protective gloves/protective clothing/eye protection/face protection. Wear respiratory protection. Wear protective gloves/protective clothing. Do not breathe dust/fume/gas/mist/vapors/spray. Do not breathe mist or vapor. Wear eye protection/face protection.

<b>Response</b>	If swallowed: Immediately call a poison center/doctor. If swallowed: Rinse mouth. Do NOT induce vomiting. IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Specific treatment is urgent (see this label). Take off immediately all contaminated clothing and wash it before reuse. IF ON SKIN: Gently wash with plenty of soap and water. Immediately call a POISON CENTER or doctor/physician. Remove/Take off immediately all contaminated clothing. Wash contaminated clothing before reuse. IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing. IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician. Rinse mouth. IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower. Get medical advice/attention if you feel unwell.
<b>Storage</b>	Store in a well-ventilated place. Keep container tightly closed. Store locked up.
<b>Disposal</b>	Dispose of contents/container in accordance with local/regional/national/international regulations.
<b>Hazard(s) not otherwise classified (HNOC)</b>	None known.
<b>Supplemental information</b>	76% of the mixture consists of component(s) of unknown acute oral toxicity. 99% of the mixture consists of component(s) of unknown acute dermal toxicity. 99% of the mixture consists of component(s) of unknown acute inhalation toxicity.

### 3. Composition/information on ingredients

#### Mixtures

Chemical name	Common name and synonyms	CAS number	%
SILICATE(2-), HEXAFLUORO-, HYDROGEN (1:2)		16961-83-4	23
HYDROFLUORIC ACID		7664-39-3	1
Other components below reportable levels			76

\*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

### 4. First-aid measures

<b>Inhalation</b>	Remove victim to fresh air and keep at rest in a position comfortable for breathing. Move to fresh air. Oxygen or artificial respiration if needed. Do not use mouth-to-mouth method if victim inhaled the substance. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Call a physician or poison control center immediately. Call a physician if symptoms develop or persist.
<b>Skin contact</b>	Take off immediately all contaminated clothing. Wash off with soap and water. Rinse skin with water/shower. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Get medical attention if irritation develops and persists. Wash contaminated clothing before reuse.
<b>Eye contact</b>	Immediately flush eyes with plenty of water for at least 15 minutes. Rinse with water. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention immediately. Call a physician or poison control center immediately. Get medical attention if irritation develops and persists.
<b>Ingestion</b>	Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting without advice from poison control center. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs. Do not use mouth-to-mouth method if victim ingested the substance. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Get medical attention if symptoms occur.
<b>Most important symptoms/effects, acute and delayed</b>	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. Prolonged exposure may cause chronic effects. Severe eye irritation.
<b>Indication of immediate medical attention and special treatment needed</b>	Provide general supportive measures and treat symptomatically. Treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim warm. Keep victim under observation. Symptoms may be delayed.
<b>General information</b>	Take off immediately all contaminated clothing. If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance. Discard any shoes or clothing items that cannot be decontaminated.

## 5. Fire-fighting measures

<b>Suitable extinguishing media</b>	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2).
<b>Unsuitable extinguishing media</b>	Do not use water jet as an extinguisher, as this will spread the fire.
<b>Specific hazards arising from the chemical</b>	During fire, gases hazardous to health may be formed.
<b>Special protective equipment and precautions for firefighters</b>	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
<b>Fire fighting equipment/instructions</b>	Move containers from fire area if you can do so without risk.
<b>Specific methods</b>	Use standard firefighting procedures and consider the hazards of other involved materials.
<b>General fire hazards</b>	No unusual fire or explosion hazards noted.

## 6. Accidental release measures

<b>Personal precautions, protective equipment and emergency procedures</b>	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not breathe vapors or spray mist. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS. Do not breathe mist or vapor.
<b>Methods and materials for containment and cleaning up</b>	<p>Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.</p> <p>Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.</p> <p>Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. Dike far ahead of spill for later disposal.</p>
<b>Environmental precautions</b>	Avoid discharge into drains, water courses or onto the ground.

## 7. Handling and storage

<b>Precautions for safe handling</b>	Do not breathe mist or vapor. Do not breathe vapors or spray mist. Do not get in eyes, on skin, or on clothing. Do not get this material in contact with eyes. Do not taste or swallow. Avoid prolonged exposure. When using, do not eat, drink or smoke. Use only outdoors or in a well-ventilated area. Wear appropriate personal protective equipment. Wash hands thoroughly after handling. Wash contaminated clothing before reuse. Observe good industrial hygiene practices. Provide adequate ventilation.
<b>Conditions for safe storage, including any incompatibilities</b>	Store locked up. Store in original tightly closed container. Keep container tightly closed. Store in a well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS).

## 8. Exposure controls/personal protection

### Occupational exposure limits

#### US. OSHA Table Z-2 (29 CFR 1910.1000) Components

Components	Type	Value
HYDROFLUORIC ACID (CAS 7664-39-3)	TWA	3 ppm

#### US. ACGIH Threshold Limit Values Components

Components	Type	Value
HYDROFLUORIC ACID (CAS 7664-39-3)	Ceiling	2 ppm
	TWA	0.5 ppm

#### US. NIOSH: Pocket Guide to Chemical Hazards Components

Components	Type	Value
HYDROFLUORIC ACID (CAS 7664-39-3)	Ceiling	5 mg/m <sup>3</sup>
		6 ppm
	TWA	2.5 mg/m <sup>3</sup>
		3 ppm

**Biological limit values** No biological exposure limits noted for the ingredient(s).

**Exposure guidelines**

**US - California OELs: Skin designation**

HYDROFLUORIC ACID (CAS 7664-39-3) Can be absorbed through the skin.

**US ACGIH Threshold Limit Values: Skin designation**

HYDROFLUORIC ACID (CAS 7664-39-3) Can be absorbed through the skin.

**Appropriate engineering controls**

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product. Provide eyewash station.

**Individual protection measures, such as personal protective equipment**

**Eye/face protection**

Wear safety glasses with side shields (or goggles). Chemical respirator with organic vapor cartridge and full facepiece. If contact is likely, safety glasses with side shields are recommended. Wear safety glasses with side shields (or goggles) and a face shield.

**Skin protection**

**Hand protection**

Wear appropriate chemical resistant gloves. Suitable gloves can be recommended by the glove supplier. For prolonged or repeated skin contact use suitable protective gloves.

**Other**

Wear appropriate chemical resistant clothing. Wear suitable protective clothing. Use of an impervious apron is recommended.

**Respiratory protection**

In case of insufficient ventilation, wear suitable respiratory equipment. Wear positive pressure self-contained breathing apparatus (SCBA). Chemical respirator with organic vapor cartridge and full facepiece.

**Thermal hazards**

Wear appropriate thermal protective clothing, when necessary.

**General hygiene considerations**

Keep away from food and drink. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. Wash hands after handling and before eating.

**9. Physical and chemical properties**

**Appearance**

**Physical state**

Liquid.

**Form**

Liquid.

**Color**

CLEAR, PALE YELLOW

**Odor**

Pungent

**Odor threshold**

Not available.

**pH**

Not available.

**Melting point/freezing point**

4 °F (-15.56 °C)

**Initial boiling point and boiling range**

210.12 °F (98.95 °C) estimated

**Flash point**

Not available.

**Evaporation rate**

Not available.

**Flammability (solid, gas)**

Not applicable.

**Upper/lower flammability or explosive limits**

**Flammability limit - lower (%)**

Not available.

**Flammability limit - upper (%)**

Not available.

**Explosive limit - lower (%)**

Not available.

**Explosive limit - upper (%)**

Not available.

**Vapor pressure**

Not available.

**Vapor density**

Not available.

**Relative density**

Not available.

<b>Solubility(ies)</b>	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
<b>Other information</b>	
Density	10.29 lbs/gal
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.
Percent volatile	76 % estimated
Specific gravity	1.23

## 10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Contact with incompatible materials.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	No hazardous decomposition products are known.

## 11. Toxicological information

### Information on likely routes of exposure

Inhalation	Fatal if inhaled. May cause damage to organs through prolonged or repeated exposure by inhalation. May cause irritation to the respiratory system.
Skin contact	Fatal in contact with skin. Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Toxic if swallowed. Causes digestive tract burns.

**Symptoms related to the physical, chemical and toxicological characteristics** Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. Severe eye irritation.

### Information on toxicological effects

Acute toxicity	Fatal if inhaled. Fatal in contact with skin. Toxic if swallowed. Not known.
Skin corrosion/irritation	Causes severe skin burns and eye damage.
Serious eye damage/eye irritation	Causes serious eye damage.
<b>Respiratory or skin sensitization</b>	
Respiratory sensitization	Not a respiratory sensitizer.
Skin sensitization	This product is not expected to cause skin sensitization.
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.
<b>IARC Monographs. Overall Evaluation of Carcinogenicity</b>	
Not available.	
<b>OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)</b>	
Not listed.	
<b>US. National Toxicology Program (NTP) Report on Carcinogens</b>	
Not available.	

Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Specific target organ toxicity - single exposure	Not classified.

<b>Specific target organ toxicity - repeated exposure</b>	Causes damage to organs through prolonged or repeated exposure.
<b>Aspiration hazard</b>	Not an aspiration hazard.
<b>Chronic effects</b>	Causes damage to organs through prolonged or repeated exposure. Prolonged inhalation may be harmful.

## 12. Ecological information

<b>Ecotoxicity</b>	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
<b>Persistence and degradability</b>	No data is available on the degradability of this product.
<b>Bioaccumulative potential</b>	No data available.
<b>Mobility in soil</b>	No data available.
<b>Other adverse effects</b>	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

## 13. Disposal considerations

<b>Disposal instructions</b>	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
<b>Local disposal regulations</b>	Dispose in accordance with all applicable regulations.
<b>Hazardous waste code</b>	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
<b>Waste from residues / unused products</b>	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
<b>Contaminated packaging</b>	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

## 14. Transport information

### DOT

<b>UN number</b>	UN1760
<b>UN proper shipping name</b>	Corrosive liquids, n.o.s. (HYDROFLUORIC ACID RQ = 10000 LBS, SILICATE(2-), HEXAFLUORO-, HYDROGEN (1:2))
<b>Transport hazard class(es)</b>	
<b>Class</b>	8
<b>Subsidiary risk</b>	-
<b>Label(s)</b>	8
<b>Packing group</b>	II
<b>Special precautions for user</b>	Read safety instructions, SDS and emergency procedures before handling.
<b>Special provisions</b>	B2, IB2, T11, TP2, TP27
<b>Packaging exceptions</b>	154
<b>Packaging non bulk</b>	202
<b>Packaging bulk</b>	242

DOT information on packaging may be different from that listed.

### DOT



## 15. Regulatory information

<b>US federal regulations</b>	This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200. This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
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**TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)**

Not regulated.

**CERCLA Hazardous Substance List (40 CFR 302.4)**

HYDROFLUORIC ACID (CAS 7664-39-3) Listed.

**SARA 304 Emergency release notification**

HYDROFLUORIC ACID (CAS 7664-39-3) 100 LBS

**OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)**

Not listed.

**Superfund Amendments and Reauthorization Act of 1986 (SARA)**

**Hazard categories**  
 Immediate Hazard - Yes  
 Delayed Hazard - Yes  
 Fire Hazard - No  
 Pressure Hazard - No  
 Reactivity Hazard - No

**SARA 302 Extremely hazardous substance**

Chemical name	CAS number	Reportable quantity	Threshold planning quantity	Threshold planning quantity, lower value	Threshold planning quantity, upper value
HYDROFLUORIC ACID	7664-39-3	100	100 lbs		

**SARA 311/312 Hazardous chemical**  
 No

**SARA 313 (TRI reporting)**

Chemical name	CAS number	% by wt.
HYDROFLUORIC ACID	7664-39-3	1

**Other federal regulations****Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

HYDROFLUORIC ACID (CAS 7664-39-3)

**Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)**

HYDROFLUORIC ACID (CAS 7664-39-3)

**Safe Drinking Water Act (SDWA)**  
 Not regulated.

**US state regulations****US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)**

Not listed.

**US. California. Candidate Chemicals List. Safer Consumer Products Regulations (Cal. Code Regs, tit. 22, 69502.3, subd. (a))**

HYDROFLUORIC ACID (CAS 7664-39-3)

**US. Massachusetts RTK - Substance List**

HYDROFLUORIC ACID (CAS 7664-39-3)

SILICATE(2-), HEXAFLUORO-, HYDROGEN (1:2) (CAS 16961-83-4)

**US. New Jersey Worker and Community Right-to-Know Act**

HYDROFLUORIC ACID (CAS 7664-39-3)

SILICATE(2-), HEXAFLUORO-, HYDROGEN (1:2) (CAS 16961-83-4)

**US. Pennsylvania Worker and Community Right-to-Know Law**

HYDROFLUORIC ACID (CAS 7664-39-3)

**US. Rhode Island RTK**

HYDROFLUORIC ACID (CAS 7664-39-3)

**US. California Proposition 65**

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

**International Inventories**

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes

Material name: HYDROFLUOSILICIC ACID 23% NSF

SDS US

648992 Version #: 10 Revision date: 11-12-2015 Issue date: 05-06-2015

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Country(s) or region	Inventory name	On inventory (yes/no)*
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

\*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

## 16. Other information, including date of preparation or last revision

<b>Issue date</b>	05-06-2015
<b>Revision date</b>	11-12-2015
<b>Version #</b>	10
<b>HMS® ratings</b>	Health: 4* Flammability: 0 Physical hazard: 0
<b>NFPA ratings</b>	Health: 4 Flammability: 0 Instability: 0
<b>Disclaimer</b>	While Brenntag believes the information contained herein to be accurate, Brenntag makes no representation or warranty, express or implied, regarding, and assumes no liability for, the accuracy or completeness of the information. The Buyer assumes all responsibility for handling, using and/or reselling the Product in accordance with applicable federal, state, and local law. This SDS shall not in any way limit or preclude the operation and effect of any of the provisions of Brenntag's terms and conditions of sale.
<b>Revision information</b>	Hazard(s) identification: Response Exposure controls/personal protection: Respiratory protection Ecological information: Ecotoxicity Disposal considerations: Disposal instructions Other information, including date of preparation or last revision: Disclaimer





## 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  
(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. 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]  
(signature of Affiant)

Vice President Operations  
(title of Affiant)

Sworn and subscribed to before me this 16<sup>th</sup> day of March, 2016

[Signature]  
(Notary Public)

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

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

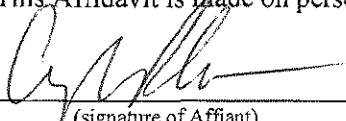
State of Kentucky )  
County of Henderson ) SS

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 16<sup>th</sup> 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**

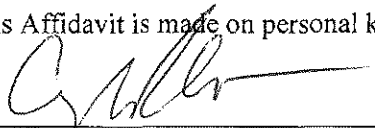
State of Kentucky )  
County of Henderson ) SS

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)

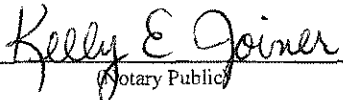
the Bidder or Proposer who has submitted the attached bid or proposal;

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 16<sup>th</sup> 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. 2016-0102)

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**Attachment No. 2**

**CITY'S TERMS**

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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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](mailto: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

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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

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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 30<sup>th</sup> 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

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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. 2016-0102)

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## 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



**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.

  
AUTHORIZE REPRESENTATIVE

**CITY OF FRANKLIN, TENNESSEE**  
**PROCUREMENT AGREEMENT**  
(City of Franklin Contract No. 2016-0102)

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**Attachment No. 4**

**INDEMNIFICATION AGREEMENT**

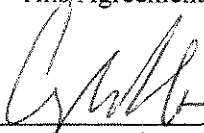
**Indemnification Agreement**  
a form required of Bidders and Proposers on purchases of services for the  
**City of Franklin, Tennessee**

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)