ORIGINAL

CITY OF SACRAMENTO

PROCUREMENT SERVICES DIVISION

Bid Number: B061181073

FILED
FEB - 8 2006
By The
Office of The City Clerk

INVITATION FOR BID
And
Contract Specifications

FOR: LIQUID FLUOROSILICIC ACID

Bids Must Be Received Prior To 2:00 P.M. on February 8, 2006

Submit Bids To: City Clerk's Office
915 "I" Street, First Floor
Sacramento, CA 95814

Pre-Bid Conference: Not Applicable
Mandatory: [ ] Yes
[ ] No

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:
(Bidder to complete the following information)

Name of Bidder: Solvay Fluorides, LLC

Address: 3333 Richmond Avenue

City, State, Zip Code: Houston, TX 77098

Phone Number: Phone - 800-765-8292
Fax - 713-525-7805

Email Address: Angela.Phillips@solvay.com

CITY OF SACRAMENTO
PROCUREMENT SERVICES DIVISION

Bid No. B061181073

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BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With

1. **Additional Copies. VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID AND 2 ADDITIONAL COPIES OF THIS BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.**

2. **Bid Forms. Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.**

   a. To obtain an electronic version of this bid go to Procurement's website at www.pwsacramento.com/bids.

   b. All bids shall be delivered to designated recipient not later than the time specified on the Invitation for Bids.

   c. Bids will be opened, in public, in the City Clerk's Conference Room, 915 "I" Street, First Floor, Sacramento, CA, at or after 2:00 P.M., February 8, 2006.

   (Note: Bids must be submitted prior to 2:00 P.M. on the above date)

   d. All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.

3. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications.

4. **Bid Security.** Bid Security is: [ ] Required [X] Not Required

   If required, bid security approved by the City must accompany the bid, in the amount of ___ % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.

5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid as provided by City Code Section 3.56.130(D).

6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.

7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.

8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.

9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.

10. **Faithful Performance Bond.** A faithful performance bond is: [ ] Required [X] Not Required

    If required, the successful bidder must submit a faithful performance bond in a form approved by the City Attorney, in the amount of _____.

11. **Payment Discounts**. Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award.

12. **Pre-Bid Conference**. If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. Failure to attend this conference will result in rejection of your bid. If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Pre-Bid Conference.

13. **Bid Inquiries**. Questions regarding this bid should be referred to:

General Questions:	Technical Questions:
Procurement Services Division	Water Production Operations
915 I Street, 2nd Floor	1 Water Street
Sacramento, CA 95814	Sacramento, CA 95814
Attention: Marc Robles	Attn: Kathy Mullen
(916) 808-6240	(916) 808-3105

These inquiries must be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

14. **Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder on the basis of the corrected figure or figures.

    When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

    Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

    If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

15. **Determination of Lowest Responsible Bidder.** Sacramento City Code §3.56.020 provides that the lowest responsible bidder shall be determined as follows:

    a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.

    b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that

would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.

c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of small and emerging business enterprises in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.

16. **Pre-Award Conference**. The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.

17. **Award by Item or Group.** The City reserves the right to make separate awards for any item or category/group of items to the lowest responsible bidders for such items or category/groups of items.

18. **Multiple Awards.** The City reserves the right to make multiple awards in order to provide for back-up, to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary contractor(s).

19. **Contract Award.** Within thirty (30) days after the bid opening a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid.

SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.

BID

BID NO. B061181073

FOR SERVICES/SUPPLIES: Liquid Fluorosilicic Acid

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefor, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents, referred to herein as the "Contract Documents," are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Solvay Fluorides, LLC

ADDRESS: 3333 Richmond Avenue

PHONE #: 800-765-8292 FAX #: 713-525-7805

STATE TAX I.D. #: --- FED. TAX I.D. #: 061433584

City of Sacramento Business Operation Tax Certificate #: 115453
(Contract award will not be processed if Certificate Number is missing)

TYPE OF BUSINESS ENTITY *(check one)*:
_____ Individual/Sole Proprietor _____ Partnership
_X_ Corporation _____ Limited Liability Company
_____ Other (*please specify*: _____)

BY: (signature of authorized person) _____

PRINT NAME: Mark E. Looney

TITLE: Vice President - Sales & Marketing

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

FOR CITY USE ONLY

The Bid was opened on 2/8/06.

Bid Bond Required: [ ] No; [ ] Yes - Amount: $_____

Received: [ ] Cashiers or Certified Check drawn on a California bank; [ ] Surety Bond

_____
City Clerk/Procurement Services Manager

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: _____

Contract Not-to-Exceed Amount: $_____

Award Date: _____

CONTRACT APPROVAL

Approved as to Form:	Approved:	Attest:
Paul A. Isaac		
City Attorney 2-17-06	City Manager (Or Authorized Designee)	City Clerk

D-yp

PRICING SCHEDULE

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

For furnishing to the City of Sacramento, Liquid Fluorosilicic Acid (H_2SiF_6), in accordance with the provisions and specifications contained herein:

Item No.	Quantity	Description	Unit Price	Extension
1	1,000 Tons	(23%) Liquid Fluorosilicic Acid (H_2SiF_6),delivered in 4,000 gallon or larger tank trucks, containing a minimum of 23% H_2SiF_6 by weight.	$298.00/Ton on a 23% basis. Price is delivered & firm for the contract period. Material we intend to supply and our terminal from which it ships are all certified to meet NSF 60.	$298,000.00

Fluosilicic Acid, 23-40%

Fluosilicic Acid, 23-40%

Material Safety Data Sheet

Chemical: Fluosilicic Acid

NFPA: H=3 F=0 I=0 S=None
HMIS: H=3 F=0 R=0 PPE= Supplied by user; dependent on conditions

MSDS Number: FSA-0305
Effective Date: 22 March 2005
Issued by: Solvay Chemicals, Inc. Regulatory Affairs Department

Not valid three years after effective date or after issuance of superseding MSDS, whichever is earlier. French or Spanish translations of this MSDS may be available. Check www.solvaychemicals.us or call Solvay Fluorides, LLC to verify the latest version or translation availability.

Material Safety Data Sheets contain country-specific regulatory information. Therefore the MSDS's provided are for use only by customers of Solvay Fluorides, LLC in North America. If you are located in a country other than Canada, Mexico or the United States, please contact the Solvay Group company in your country for MSDS information applicable to your location.

1. Company and Product Identification

1.1 **Product Name:** Fluosilicic Acid, 23-40%

Chemical Name: Silicate (2-) Hexafluoro-dihydrogen

Synonyms: Hydrofluorosilicic acid, fluosilicic acid, HFS, FSA

Chemical Formula: H_2SiF_6

Molecular Weight: 144

CAS Number: 16961-83-4

EINECS Number: 241-034-8

Grades/Trade Names: None

1.2 **Recommended Uses:** Chemical intermediates, water fluoridation

1.3 **Supplier:** Solvay Fluorides, LLC
PO BOX 27328 Houston, TX 77227-7328
3333 Richmond Ave. Houston, Texas 77098

1.4 **Emergency Telephone Numbers**
Emergencies (USA): 1-800-424-9300 (CHEMTREC®)
Transportation Emergencies (INTERNATIONAL/MARITIME): 1-703-527-3887 (CHEMTREC®)
Transportation Emergencies (CANADA): 1-613-996-6666 (CANUTEC)
Transportation Emergencies (MEXICO-SETIQ): 01-800-00-214-00 (MEX. REPUBLIC)
525-559-1588 (Mexico City and Metro Area)

Responsible Care®
Good Chemistry at Work

MSDS No FSA-0305 Revised 03-22-05
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www.solvaychemicals.us 1 800 765.8292

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SOLVAY

Fluosilicic Acid, 23-40%

Material Safety Data Sheet

2. Composition/Information on Ingredients

INGREDIENTS	FORMULA	WT. PERCENT	CAS #
Silicate (2-) Hexafluoro-dihydrogen	H_2SiF_6	23-40	16961-83-4
Hydrofluoric acid	HF	< 1	7664-39-3
Water	H_2O	Balance	

3. Hazards Identification

Emergency Overview:

- May cause burns.
- Presents hazards from its ionizing fluorine.
- In case of decomposition, releases hydrogen fluoride.

3.1 Route of Entry: Inhalation: Yes Skin: Yes Ingestion: Yes

3.2 Potential Effects of exposure:

- Corrosive to the mucous membrane, eyes, and skin.
- Risk of cardiac and nervous disorders.
- The seriousness of the lesions and the prognosis of intoxication depend directly on the concentration and duration of exposure.
- Chronic exposure to the product can cause bone fluorosis.

Inhalation:

- Severe irritation of the nose and the throat.
- Spasmodic cough and difficulty in breathing possible.
- Risk of chemical pneumonitis (lung irritation) and pulmonary edema (fluid in lungs).
- At high concentrations, risk of hypocalcemia (possible life-threatening lowering of serum calcium) with nervous problems (tetany) and cardiac arrhythmia (heart irregularity).
- In case of repeated or prolonged exposure: risk of sore throat, nosebleeds, chronic bronchitis, emphysema and erosion of teeth.

Eyes:

- Severe irritation, watering, redness and swelling of the eyelids.
- Burns.
- Risk of serious or permanent eye lesions or blindness.
- Risk of cornea damage and blindness.

Skin contact: Painful irritation, redness and swelling of the skin.

Ingestion:

- Severe irritations, burns, perforation of the gastrointestinal tract accompanied by shock.
- Risk of edema (fluid in lungs) and suffocation.
- Nausea, vomiting (bloody), abdominal cramps and diarrhea (bloody).
- Cough and difficulty breathing
- Risk of convulsions, loss of consciousness, deep coma and cardiopulmonary arrest.

Carcinogenicity: See section 11.3

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Fluosilicic Acid, 23-40%

Material Safety Data Sheet

4. First-Aid Measures

General Recommendations:

- Consult a physician.
- Personal protective equipment (respirator, gloves, etc.) required for rescuers of victims (see Section 8).
- In case of product splashing into eyes and face, treat eyes first.
- Decontaminate the victim first.

4.1 Inhalation:

- Remove the subject from the contaminated area as soon as possible; transport him/her lying down with the head higher than the body, to a quiet, uncontaminated and well-ventilated location.
- Keep warm (blanket).
- Consult with a physician immediately in all cases.

Eyes:

- Flush eyes as soon as possible with running water for 15 minutes, while keeping the eyelids wide open.
- In case of difficulty opening the lids, administer an analgesic eyewash. Do not use oily drops, ointment, or HF skin burn treatments.
- Consult with an ophthalmologist or physician immediately in all cases.
- Take to a hospital immediately.

Skin:

- Immediately bring the clothed subject under the shower.
- Remove contaminated shoes, socks and clothing, while washing the affected skin with soap and water.
- Keep warm (blanket); provide clean clothing.
- Consult a physician immediately in all cases.

Ingestion:

General recommendations:

- Consult a physician immediately in all cases.
- Take to hospital immediately.

If the subject is completely conscious:

- Rinse mouth with fresh water.
- Do not induce vomiting.
- If the subject presents nervous, respiratory or cardiovascular disorders, administer oxygen.

If the subject is unconscious:

- NEVER GIVE ANYTHING BY MOUTH TO AN UNCONSIOUS PERSON.
- Administer classical resuscitation measures. Mouth to mouth resuscitation is not recommended.

4.2 Medical Treatment/Notes to Physician:

Ingestion:

- Prevention or treatment of shock and pulmonary edema.
- Surveillance and treatment of hypocalcemia.
- Surveillance of cardia (EKG) and nervous system functions.
- Treatment of gastrointestinal tract burns and resulting effects.

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Fluosilicic Acid, 23-40%

Material Safety Data Sheet

5. Fire-Fighting Measures

5.1 **Flash point:** Not applicable.

5.2 **Auto-ignition Temperature:** Non-flammable.

5.3 **Flammability Limits:** Not applicable.

5.4 **Unusual Fire and Explosion Hazards:** Explosion possible with certain materials (see section 10).

5.5 **Extinguishing Methods**
Common: In case of fire in close proximity, all means of extinguishing are acceptable (subject to section below).

Inappropriate extinguishing means: Water may be inappropriate in small fires.

5.6 **Fire Fighting Procedures**
Specific hazards:
- Non-combustible / non-flammable but may produce dangerous fumes if involved in fire.
- Formation of dangerous gas/vapors in contact with water or humid air.
- Formation of flammable gas on contact with certain metals (see section 10).

Protective measures in case of intervention:
- Evacuate all non-essential personnel.
- Intervention only by capable personnel who are trained and aware of the hazards of the product.
- In all cases wear self-contained breathing apparatus.
- When intervention in close proximity wear full protective acid-resistant suit.
- Protect intervention team with water spray when approaching the fire.
- After intervention, take shower, remove clothing carefully, clean and check the equipment.

Other precautions:
- Cool containers exposed to fire.
- Approach from upwind.
- Absorb gas/vapors with water spray.
- After the fire, proceed rapidly to clean the surfaces exposed to the fumes in order to limit the damage to the equipment.
- As for any fire, ventilate and clean the rooms before reentry.

6. Accidental Release Measures

6.1 **Precautions:**
- Follow the protective measures given in sections 5 and 8.
- Isolate the area.
- Approach from upwind.
- Ventilate the premises.
- Keep away materials and products which are incompatible with the product (see section 10).
- Disperse gas/vapors with water spray.
- Protect intervention team with water spray.
- If safe to do so, without overexposing anyone, try to stop the leak.

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6.2 Cleanup methods:

- If possible, dam large quantities of liquid with sand or earth.
- Prevent the product from entering sewers or confined spaces.
- To avoid excessive fuming, do not apply water directly onto the spillage but upstream of the runoff.
- Neutralize product with alkali (sodium carbonate, lime).

6.3 Precautions for protection of the environment:

- Immediately notify the appropriate authorities in case of discharge.
- Do not discharge into the environment (sewers, rivers, soils, etc.).

7. Handling and Storage

7.1 Handling:

- Operate in a well-ventilated area.
- Use only equipment and materials which are compatible with the product.
- Keep away from reactive products (see section 10).
- Preferably transfer by pump or gravity.

7.2 Storage:

- Keep in a hermetically sealed container.
- Store in a ventilated, cool area.
- Keep away from heat sources.
- Keep away from reactive products (see section 10).
- Use containment dike around storage containers and transfer installation.
- For additional bulk storage information contact supplier.

7.3 Specific Uses: See Section 1.2.

7.4 Other precautions:

- Warn people about the dangers of the product.
- Train workers in safe handling.
- Provide tight electrical equipment, well protected against corrosion.
- Secondary containment should be provided to minimize environmental contamination in the event of a leak, spill, or other release.
- Follow the protective measures given in section 8.

7.5 Packaging: PP; PE; PVDF; PTFE; PFA-lined steel.

8. Exposure Controls/Personal Protection

8.1 Exposure Limit Values:

Authorized limit Values	TLV® ACGIH®-USA (2002)
Fluosilicic acid	2.5 mg/m³ (as F)

ACGIH® and TLV® are registered trademarks of the American Conference of Governmental Industrial Hygienists.

8.2 Exposure Controls:

- Maintain employee exposure to levels below the applicable exposure limits.
- Follow the protective measures given in section 7.

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8.2.1 Occupational Exposure Controls:

8.2.1.1 Ventilation: Provide local ventilation suitable for appropriate emission control.

8.2.1.2 Respiratory protection:

- Use only NIOSH-approved respirators.
- Comply with OSHA respiratory protection requirements.
- Use self-contained breathing apparatus in medium confinement/insufficient oxygen/in case of large uncontrolled emissions/in all circumstances when the mask and cartridge do not give adequate protection.

8.2.1.3 Hand protection: Protective gloves - chemical resistant: butyl rubber.

8.2.1.4 Eye protection:

- Wear chemical safety goggles and face shield.
- Wear chemical safety goggles whenever working near storage tanks or vessels.

8.2.1.5 Skin protection: Acid suits, including boots.

8.3 Other precautions:

- Provide shower and eyewash stations.
- Protective equipment should be cleaned thoroughly after each use.
- Do not touch equipment after use until it has been neutralized.
- Wash thoroughly after use.
- Do not smoke, eat, or drink in the working area.
- Consult the industrial hygienist or the safety manager for the selection of personal protective equipment suitable for the working conditions.

9. Physical and Chemical Properties

9.1 Appearance: Liquid.
Color: Colorless.
Odor: Pungent.

9.2 Important Health, Safety and Environmental information:
pH: 1.0 for 23-25%, 1.0 concentration 100g/l for 35%.

Change of state:
Melting point: -1 to -4°F (-18 to -20°C) for 23-25%, < 86°F (< 30°C) for 35%.
Boiling point: 221°F (105°C) - Decomposition 221°F (105°C) for 23-25%.
Boiling point: 227°F (108.5°C) - Decomposition 226°F (108°C) for 35%.
Decomposition Temperature: > 221°F (> 105°C) for 23-25%, > 226°F (> 108°C) for 35%.

Flash Point: Not applicable.

Flammability: Non-flammable.

Explosive Properties: Not applicable.

Oxidizing Properties: Not applicable.

Vapor Pressure: 24 mm Hg @ 25°C (77°F).

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Relative Density:
Specific gravity: 1.23 @ 15.6°C (60°F) for 23-25%, 1.32 @ 20°C (68°F) for 35%.
(H_2O=1)

Solubility:
Water: Miscible in all proportions.
Fat: No data.

Partition coefficient: P (n-octanol/water): Not applicable.

Viscosity: Not applicable.

Vapor Density (air=1): > 1.

Evaporation Rate: Not applicable.

10. Stability and Reactivity

10.1 Conditions to avoid: Heating the product to its decomposition temperature (see section 9).

10.2 Materials and substances to avoid:
- Metals.
- Glass.

10.3 Hazardous decomposition products:
- Hydrogen.
- Hydrogen fluoride.

10.4 Hazardous Polymerization: Will not occur.

10.5 Other information: Explosive mixtures in contact with alkaline materials (Na, K, Li)

11. Toxicological Information

11.1 Acute toxicity:

Inhalation: LC_{50}, 1 hour, rat, 850 to 1070 ppm.

Oral: LD_{100}, guinea pig, 80 mg/kg (2% solution).

Dermal: No data.

Irritation: Corrosive.

Sensitization: No data.

Comments:
- Corrosive effect linked to acid properties of the product.
- Chronic exposure may entail dental or skeletal fluorosis.

11.2 Chronic toxicity:
- Inhalation, after prolonged exposure, rat, target organ: respiratory system / eyes / kidney / liver, observed effect (hydrofluoric acid).
- In vitro, no mutagenic effect.

11.3 Carcinogenic Designation: None.

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Fluosilicic Acid, 23-40%

Material Safety Data Sheet

12. Ecological Information

12.1 Acute ecotoxicity:

- Fish, Salmo gairdneri, LC_{50}, 96 h, 51 mg/l (fluorides).
- Crustaceans, Daphnia magna, EC_{50}, 48 h, 97 mg/l; Conditions: fresh water (fluorides).
- Crustaceans, Mysidopsis bahia, EC_{50}, 96 h, 10.5 mg/l; Conditions: salt water (fluorides).
- Algae, Scenedesmus sp., EC_{50}, 96 h, 43 mg/l (fluorides).

12.2 Chronic ecotoxicity:

- Fish, Salmo gairdneri, LC_{50}, 21 days, from 2.7-4.7 mg/l (fluorides).
- Crustaceans, Daphnia magna, NOEC, 21 days, 3.7 mg/l (fluorides).

12.3 Mobility:

- Air - mobility in aerosol form.
- Water - considerable solubility and mobility.
- Soil / sediments - adsorption on mineral soil constituents.
- Conditions: slightly acid pH (Fluorides).

12.4 Degradation

Abiotic:

- Air - neutralization by natural alkalinity.
- Water / Soil - ionization/neutralization of inorganic and organic materials.
- Water / Soil - complexation/precipitation of inorganic materials.
  Degradation products: aluminum / iron / calcium / phosphate complexes and/or precipitates as a function of pH (fluorides).

Biotic: Not applicable (inorganic compound).

12.5 Potential for bioaccumulation:

- Bioconcentration: log Po/w - Not applicable (ionizable inorganic compound).
- Accumulation into vegetable leafs (Fluorides).

12.6 Other adverse effects /Comments:

- Harmful for aquatic organisms.
- Nevertheless, hazard for the aquatic environment is limited due to product properties: low chronic toxic.
- Product is highly dependent on environmental conditions: pH, temperature, oxidoreductive potential, mineral and organic content of the medium.

13. Disposal Considerations

13.1 Waste treatment:

- Consult current federal, state and local regulations regarding the proper disposal of this material.
- Contact the producer for recycling/recovery suggestions.
- Absorb product in a KOH solution. Possible residual solution.
- Use lime, or preferably, calcium hydroxide or calcium carbonate to precipitate the fluoride Ion in the form of CaF_2.

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Fluosilicic Acid, 23-40%

Material Safety Data Sheet

13.2 Packaging treatment:

- Consult current federal, state and local regulations regarding the proper disposal of emptied containers.
- Use dedicated containers. Do not rinse containers.
- Dispose of containers in compliance with local, state, and federal regulations.

13.3 RCRA Hazardous Waste: Characterized as waste: D002 (corrosivity).

14. Transport Information

Mode	DOT	IMDG	IATA
UN Number	UN 1778	UN 1778	UN 1778
Class (Subsidiary)	8	8	8
Proper Shipping Name	Fluosilicic acid	Fluosilicic acid	Fluosilicic acid
Hazard label (Subsidiary)	8	8	8
Marine Pollutant			
Placard (Subsidiary)	Corrosive	Corrosive	Corrosive
Packing Group	II	II	II
Reportable Quantity	100 lbs.	100 lbs.	100 lbs.
MFAG			
Emergency Info	ERG: 154	EmS: 8-06	ERG Code: 8L

15. Regulatory Information

National Regulations (US)

TSCA Inventory 8(b): Yes.

SARA Title III Sec. 302/303 Extremely Hazardous Substances (40 CFR 355): No.

SARA Title III Sec. 311/312 (40 CFR 370): Yes.
Hazard Category: None.

SARA Title III Sec. 313 Toxic Chemical Emissions Reporting (40 CFR 372): No.

CERCLA Hazardous Substance (40 CFR Part 302)
Listed: No.
Unlisted Substance: Yes, Reportable Quantity 100 lbs.
Characteristic: Corrosivity D002

State Component Listing:

State	Comment
CT	Hazardous Material Survey
MA	Oil and Hazardous Materials List
MA	Right to Know Substance List
NJ	Right to Know Substance List

National Regulations (Canada)

Canadian DSL Registration: DSL.

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Fluosilicic Acid, 23-40%

Material Safety Data Sheet

WHMIS Classification: E - Corrosive.

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

EC Labeling

- Name of dangerous product(s) (to indicate on the label): Potassium trifluorozincate
- Labeling according to Article 6 of Directive 92/32/EC.

Category	ID	Phrase
Symbols		
	C	Corrosive.
Phrases R	/24/25	Toxic, in contact with skin and if swallowed.
	34	Causes burns.
Phrases S	7/9	Keep container tightly closed and in a well-ventilated place.
	26	In case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
	36/37	Wear suitable protective clothing and gloves.
	45	In case of accident or if you feel unwell, seek medical advice immediately (show the label where possible).

16. Other Information

16.1 Ratings:

NFPA (NATIONAL FIRE PROTECTION ASSOCIATION)

Health = 4 Flammability = 0 Instability = 0 Special = None

HMIS (HAZARDOUS MATERIAL INFORMATION SYSTEM)

Health = 3 Fire = 0 Reactivity = 0 PPE = Supplied by User; dependent on local conditions

16.2 Other Information:

The previous information is based upon our current knowledge and experience of our product and is not exhaustive. It applies to the product as defined by the specifications. In case of combinations or mixtures, one must confirm that no new hazards are likely to exist. In any case, the user is not exempt from observing all legal, administrative and regulatory procedures relating to the product, personal hygiene, and integrity of the work environment. (Unless noted to the contrary, the technical information applies only to pure product).

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16.3 Reason for revision:

Supersedes edition: Solvay Fluorides, LLC MSDS FSA-1103 dated 11-04-03.
Purpose of revision: Extend range of MSDS to cover 23-40% HFS.

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Fluorosilicic Acid

Fluorosilicic Acid (Hydrofluorosilicic Acid, HFS)

Technical Data Sheet

CHEMICAL ANALYSIS	SPECIFICATION	TYPICAL ANALYSIS
H_2SiF_6, %	23-25	23.5
Fluosilicic Salts, %		none
Heavy Metals (as Pb), %	0.020 max	<0.005
HF, %	1.0% max	0.2
pH of 1%, H_2SiF_6	1.2	
Color, APHA	100 max	<60

Product meets ANSI/AWWA Standard B703-00, and is certified by NSF International or Classified by UL to ANSI/NSF Standard 60. Maximum use level for potable water treatment 6.0 mg/L

PHYSICAL PROPERTIES

Physical Description	Aqueous solution, water white to straw-yellow, corrosive acid, irritating to skin and having pungent odor.
Molecular Weight	144.08
Specific Gravity @ 60°F	1.23
Boiling Point of Aqueous 23 % Solution	221°F Decomposes
Freezing Point of Aqueous 23 % Solution	5°F (approx.)
Freezing Point of Aqueous 25 % Solution	-4°F

CONTAINERS

Tank truck, rubber or plastic-lined	40,000 lb (approx.)
Tank car, rubber or plastic-lined	196,000 lb net (approx.)

DOT AND FREIGHT DESCRIPTION

Hazardous Material Description	Fluorosilicic acid
Haz. Mat. Class, I.D.#, Packaging Group	8, UN 1778, PG II
Freight Classification	Hydrofluorosilicic Acid
Principle CAS Number	16961-83-4
RQ	None
Placard	Corrosive
Label	Corrosive

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Solvay Fluorides

SOLVAY

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Fluorosilicic Acid (Hydrofluorosilicic Acid, HFS)

Technical Data Sheet

Use in public Water Treating Plants:

The reduction in dental caries by adjusting the fluoride content of public water supplies is a matter of common knowledge today, a decade following the first experimental installation in Newburgh, New York. Approximately sixty million people in over three thousand communities are now drinking fluoride-treated water from water purification plants where fluoridation is currently practiced. Fluoridation is concerned with the controlled introduction to water of the the fluoride ion. Other materials in the fluoride compound simultaneously introduced into the water with the fluoride ions are carriers which provide no benefits and are nontoxic. The addition of one part per million of fluoride requires that the product be soluble, of definite concentration and have high purity standards. In conformity with the AmericanWater Works Association standard B703-94, the term fluorosilicic acid has replaced the more technical designation of hydrofluosilicic acid. After the original work with sodium fluoride proved the effectiveness of fluoride on tooth health and a broad fluoridation program was envisaged, new sources of fluoride and economics of their use were investigated. Fluorosilicic acid is a high purity source of fluoride. It is simpler to use than any other chemical approved for water fluoridation purposes, primarily because it is a liquid and can therefore be accurately measured and fed with a minimum of equipment. In contrast to powdered or granular chemicals, it presents no dust problems, no measuring problems and handling requires a minimum of labor. Today most of the large cities and many small ones are fluoridating with fluorosilicic acid. It is readily available in tank cars or tank trucks and can also be supplied in 15 gallon carboys and 55 gallon drums. The addition of fluorosilicic acid to a water supply can be readily controlled to give a total fluoride (F) level of one part per million which has been established as effective for reducing tooth decay. It should be used in accordance with procedures approved by each state's department of health.

Acid Characteristics:

Fluorosilicic acid is a transparent, straw-colored, corrosive liquid having the chemical formulation of H_2SiF_6. It is manufactured in modern rubber-lined equipment producingan acid of high commercial purity. Commercial water solutions of the acid are available, having concentration of between 20% and 25% H_2SiF_6. Fluorosilicic acid is generally believed not to exist in the vapor phase, but only in solution. Upon vaporizing, it decomposes into hydrofluoric acid (HF) and silicon tetrafluoride. This equilibrium exists at the surface of strong solutions of fluorosilicic acid and if stored in glass containers, the small concentration of hydrofluoric acid may very slowly attack the glass above the solution level. For this reason, it is generally shipped in polyethylene containers rather than glass carboys. A 23% fluorosilicic acid-water solution weighs 10.2 pounds per gallon at 60°F, and has a fluoride (F) content of 17.41%.

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Fluorosilicic Acid (Hydrofluorosilicic Acid, HFS)

Technical Data Sheet

Installation:
In a typical large plant installation, rubber-lined vented storage tanks are usually mounted outside the building with the tanks ranging in size from 4,500 to 6,500 gallon capacities. These tanks, equipped with recording level gauges, feed the acid through plastic piping or tubing to the dosage unit. Feeding is regulated by controlled volume pumps. Metering is used for accurate flow records. Fluorosilicic acid may be handled in rubber-lined, saran or other available corrosive-resistant equipment as suggested below:

Pipes and lines	-	rubber, saran or polyethylene
Pumps	-	Lucite, saran or Hastelloy
Valves	-	rubber-lined or polyethylene-lined
Tanks	-	rubber-lined, saran or polyethylene-lined

Acid should be pumped by positive diaphragm proportioning pumps.

Operation procedure:
The drum or drums of fluorosilicic acid should be mounted on a platform of sufficient size and capacity to permit weighing the amount used each day. Proportioning pumps deliver an accurate volume, but for small pumping rates, the dosage may be more satisfactorily regulated by periodic weighing of the drum. Whenever a drum of fluorosilicic acid is replaced on the scale, the time and weight should be recorded in the daily operating log. Whenever dosage is changed to a varying pumpage, the time and feeder setting should be recorded in the daily log.

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NSF Product and Service Listings

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Warning: NSF is concerned about fraudulent downloading and manipulation of website text. If you have received this listing in hard copy, always confirm this certification/listing information by going directly to http://www.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=solvay+fluorides&ChemicalName=Hydrofluosilicic+Acid& for the latest most accurate information.

NSF/ANSI STANDARD 60
Drinking Water Treatment Chemicals - Health Effects

SOLVAY FLUORIDES, LLC.
3333 RICHMOND AVENUE
HOUSTON, TX 77098
800-325-3332
713-525-6500

Facility : DISTRIBUTION CENTER - STOCKTON, CA

Fluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Fluosilicic Acid	Fluoridation	6mg/L
Hydrofluosilicic Acid	Fluoridation	6mg/L

Facility : ALORTON, IL

Fluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Fluosilicic Acid	Fluoridation	6mg/L
Hydrofluosilicic Acid	Fluoridation	6mg/L

Facility : DISTRIBUTION CENTER - CHICAGO HEIGHTS, IL

Fluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Fluosilicic Acid	Fluoridation	6mg/L
Hydrofluosilicic Acid	Fluoridation	6mg/L

Facility : DISTRIBUTION CENTER - BALTIMORE, MD

Fluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Fluosilicic Acid	Fluoridation	6mg/L
Hydrofluosilicic Acid	Fluoridation	6mg/L

Facility : DISTRIBUTION CENTER - BOSTON, MA

Fluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Fluosilicic Acid	Fluoridation	6mg/L
Hydrofluosilicic Acid	Fluoridation	6mg/L

Facility : DISTRIBUTION CENTER - BUFFALO, NY

Fluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Fluosilicic Acid	Fluoridation	6mg/L
Hydrofluosilicic Acid	Fluoridation	6mg/L

Facility : CINCINNATI, OH

Fluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Fluosilicic Acid	Fluoridation	6mg/L
Hydrofluosilicic Acid	Fluoridation	6mg/L

Facility : DISTRIBUTION CENTER - PHILADELPHIA, PA

Fluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Fluosilicic Acid	Fluoridation	6mg/L
Hydrofluosilicic Acid	Fluoridation	6mg/L

Facility : DISTRIBUTION CENTER - BEAUHARNOIS, QUEBEC, CANADA

Fluosilicic Acid

Trade Designation	*Product Function*	*Max Use*
Fluosilicic Acid	Fluoridation	6mg/L
Hydrofluosilicic Acid	Fluoridation	6mg/L

Number of matching Manufacturers is 1
Number of matching Products is 18
Processing time was 1 seconds

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ITEMS REQUIRING BIDDER RESPONSE

NOTE: ***Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.***

1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by either the State of California or the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Office of Small Business Development at (916) 808-6747.

A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is the firm submitting the bid certified by the State of California and/or the City of Sacramento as a small business enterprise? Check the appropriate block below:

☐ **YES** - the firm submitting the bid is certified by the State of California and/or the City of Sacramento as a small business enterprise.

☒ **NO** - the firm submitting the bid is not certified by the State of California or the City of Sacramento as a small business enterprise.

If the response to the above is YES, provide the State of California and/or City of Sacramento Certification Number _____.

B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as an *emerging* business enterprise? Check the appropriate block below:

☐ **YES** - the firm submitting the bid is certified by the City of Sacramento as an emerging business enterprise.

☒ **NO** - the firm submitting the bid is not certified by the City of Sacramento as an emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number: _____.

2. LOCAL BUSINESS SALES/USE TAX DEDUCTION

The Sacramento City Code requires the City to identify those bids that are subject to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the Sacramento City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. The current rate at which such local sales or use tax is received by the City is one percent (1%). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids. This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract

awards shall be made at the actual bid amount.

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

1) Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento? ___ Yes; or X__ No

2) If the answer to Question #1 is "Yes":

   a) Provide the address of the bidder's fixed offices or locally taxable distribution point(s):

   _____

   _____

   b) Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: _____.

3. DELIVERY GUARANTEE

Contractor guarantees delivery within 5-7 days after receipt of order (ARO).

4. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [ ] or No [X] (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

5. MSDS AND SPECIFICATION SHEET

The bidder shall supply the Material Safety Data Sheet and the manufacturer's specification sheet at the time of the bid. Also to be supplied at the time of the bid is proof that the material shall be certified as suitable for contract with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF 60, Drinking Water Treatment Chemicals – Health Effects.

ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL BIDDER PRIOR TO START OF CONTRACT

The following documents are required to be completed and submitted by the successful bidder prior to the start of the contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

GENERAL CONDITIONS

1. **Independent Contractor.**

   A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance of any work and/or the furnishing of any materials under this Contract.

   B. It is further understood and agreed by the parties hereto that Contractor, in the performance of its obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Contract, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Contract.

   C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

   D. The provisions of this Section 1 shall survive any expiration or termination of this Contract. Nothing in this Contract shall be construed as to create an exclusive relationship between City and Contractor.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature which are legally required for Contractor to perform any work or furnish any materials under the Contract. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any legally required licenses, permits and approvals. Without limiting the generality of the foregoing, if Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Contractor Not Agent.** Except as City may specify in writing, Contractor and Contractor's personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.

4. **Confidentiality of City Information.** During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. A violation by Contractor of this Section 4 shall be a material violation of this Contract and shall justify legal and/or equitable relief.

5. Contractor Information.

A. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor pursuant to this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Contractor of its obligations hereunder, which shall survive any termination or expiration of this Contract. In this Contract, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

B. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's bid to City or in connection with any Services performed by Contractor, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.

C. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection B, above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

6. Indemnity.

A. Indemnity: Contractor shall fully indemnify and save harmless, City, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of Contractor, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Contract, whether or not the City, its officers or employees reviewed, accepted or approved any work performed or materials provided by the Contractor, and whether or not such Liabilities are litigated, settled or reduced to judgement.

B. Obligation to Defend: Contractor shall, upon City's request, defend at Contractor's sole cost any action, claim, suit, cause of action or portion thereof which asserts or alleges Liabilities to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of Contractor, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Contract, whether such action, claim, suit, cause of action or portion thereof is well founded or not.

C. Insurance Policies; Intellectual Property Claims: Except as may be expressly provided in this Section 6, the existence or acceptance by City of any of the insurance policies or coverages described in this Contract shall not affect or limit any of City's rights under this Section 6, nor shall the limits of such insurance limit the liability of Contractor hereunder. This Section 6 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 5.A., above. The provisions of this Section 6 shall survive any expiration or termination of this Contract.

7. **Insurance Requirements**. During the entire term of this Contract, Contractor shall maintain the following insurance.

A. Minimum Scope of Insurance: Coverage should be at least as broad as:

1. Insurance Services Office Form No. CG 0001 (Commercial General Liability);

2. Insurance Services Office Form No.: CA 0001 (Ed. 1/87) (Automobile Liability, Code "any auto");

3. Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance:

B. Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. Commercial General Liability; $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of $1,000,000 per accident.

C. Deductibles and Self-Insured Retention's: Any deductibles or self-insured retentions must be declared to and approved by the City.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:

a. City, its officials, employees and volunteers shall be covered as insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to City, its officials, employees or volunteers.

b. Contractor's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.

d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

Each insurance policy require by this Contract shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to City. In addition, Contractor agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been give to City and City approves the reduction in coverage or limits. Contractor further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to City and City approves such increase.

E. Acceptability of Insurers: Insurance shall be placed with insurers with a Bests' rating of no less than A:VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only; provided, however, that in no event shall a carrier with a rating below B:IX be acceptable.

F. Verification of Coverage: Contractor shall furnish City with certificates of insurance showing compliance with the above requirements and with original endorsements effecting all coverages required by this Contract. The certificates and/or endorsements shall set forth a valid policy number for City, and shall indicate the Issue Date, Effective Date and Expiration Date. The certificates and endorsements for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be forwarded to the City contract representative.

G. Payment Withhold: City shall withhold payments to Contractor if the certificates of insurance and endorsements required in subsection F, above, are canceled or Contractor otherwise ceases to be insured as required herein.

8. **Equal Employment Opportunity**. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: Contractor shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: Contractor, with regards to the work performed by it after award and prior to completion of the work pursuant to this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City shall impose such sanctions as it may determine to be appropriate including, but not limited to:

1. Withholding of payments to Contractor under this Contract until Contractor complies;

2. Cancellation, termination, or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request City to enter such litigation to protect the interests of City.

9. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished pursuant to the Contract, including without limitation the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of

California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

10. **Inspection.** Merchandise will be inspected before acceptance by an authorized representative of the City of Sacramento for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of the Contract. If deficiencies are found, it shall be the responsibility of the Contractor to pick up the merchandise, make necessary correction and redeliver the merchandise for reinspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until corrective action has been made.

11. **Funding Availability.**

    A. The Contract is subject to the budget and fiscal provisions of the Charter and City Code of the City of Sacramento.

    B. The City's payment obligation under the Contract shall not at any time exceed the amount of funds appropriated and approved for such purpose by the Sacramento City Council.

    C. The Contract shall terminate without penalty at the end of the fiscal year in the event funds to make payment under the Contract are not appropriated and approved for such purpose by the City Council for the succeeding fiscal year. If such funds are appropriated for only a portion of the fiscal year this Contract shall terminate, without penalty, at the end of the term for which funds have been appropriated. In the event of such termination, the Contractor shall not be entitled to recover any costs incurred after termination, subject, further, to the limitation in subsection 11.B. of these General Conditions.

    D. Notwithstanding any provision of the Contract Documents to the contrary, this section shall govern over any other provision of the Contract.

12. **Inspection of Facilities.** If requested by the City, the Contractor shall provide City with an inspection tour of Contractor's facilities at the location where the work under the Contract will be accomplished.

13. **Material Safety Data Sheets (MSDS).** It is mandatory for a manufacturer, Contractor or distributor to supply a MSDS with the first shipment of any hazardous material. Also at any time the content of an MSDS is revised, the Contractor shall provide new information relevant to the specific material.

14. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business including, without limitation, a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc., it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Procurement Services Division reserves the right at its sole discretion to terminate the Contract either for cause or for convenience as provided in Section 17 of these General Conditions.

15. **Payment and Invoicing.** Unless otherwise specified in the Contract Documents, payment for services rendered or materials provided and accepted by City will be made monthly, in arrears, after receipt of a proper invoice.

16. **Protection of Existing Facilities.** Contractor shall take every precaution to protect all public and private property during the performance of the Contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

17. **Termination.**

    A. Termination for Cause. If the Procurement Services Manager determines that the Contractor's performance is not satisfactory, and notifies the Contractor of such determination in writing, the Contractor shall correct the unsatisfactory condition(s) within 5 days after receiving such notification. If the Contractor fails to correct the unsatisfactory condition(s) within 5 days, the Procurement Services Manager may declare the Contract terminated upon 30 days written notice and may, in the Procurement Services Manager's sole discretion,

demand performance by the Contractor's surety, if any, or contract for performance of all or part of the remainder of Contract with another contractor. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor shall again fail to satisfactorily perform pursuant to the Contract, City may thereupon terminate the Contract immediately, with no prior notice. In the event of termination hereunder, the Contractor and/or its surety shall be liable and assessed for any and all costs for re-procurement and completion of the Contract.

B. Termination for Convenience. The City may terminate the Contract, in whole or in part, for its convenience and without cause upon giving written notice to the Contractor. The City shall pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with such termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits which have not been earned, or any other costs which have not been incurred, as of the date of termination.

B. Termination After Completion Date. If the Contractor fails to complete its performance of the Contract within the time specified in the Contract (including any approved extension of such time), if any, the Contract may be terminated and, in the event of such termination, the Contractor shall not be paid or allowed any further compensation for any costs incurred after such termination. The City may thereafter proceed to complete the Contract either by rebidding or otherwise, and the Contractor and its surety, if any, shall be liable to the City for all loss or damage that the City may suffer on account of the Contractor's failure to complete the Contract on time.

18. **Guarantee**. By submitting its bid, the Contractor guarantees that all merchandise delivered and/or work or services performed under the Contract shall meet the minimum requirements set forth herein. If it is determined by the City that the merchandise delivered or work or services performed does not meet the minimum requirements of the Contract, the Contractor shall be required to correct the same at Contractor's sole expense.

19. **Entire Agreement; Order of Precedence.** The Contract Documents contain the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code. In the event of any conflict among the provisions of different Contract Documents, the conflict shall be resolved by giving precedence to the Contract Documents in the following order:

    A. Post-Award Amendments.
    B. Pricing Schedule(s), as corrected by City, if applicable.
    C. Pre-Award Addenda.
    D. Special Provisions.
    E. Bid Instructions and Requirements.
    F. General Conditions
    G. Technical Specifications and/or Plans

20. **Waiver.** Neither City acceptance of, or payment for, any work performed or material supplied by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

21. **Enforcement of Contract**. This Contract shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Contract shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

22. **Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on Contractor under this Contract. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.

23. **Binding Effect.** This Contract shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 22, above.

SPECIAL PROVISIONS

SALES TAX

Sales Tax is not applicable as this product is used in the production and purification of potable water for resale, California State Resale Permit No. SYKH98-021076.

QUANTITIES (ESTIMATED)

The quantities stated in the pricing schedule are estimates only of the City's requirements. Contractor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funs and actual needs as they occur throughout the contract period.

AWARD

The City reserves the right to reject any and all bids or alternate bids as the best interest of the City may require. Consideration will be given in comparing bid and in awarding a contract, not only to the amount of the bid, but also the kind and quality of the equipment offered, its suitability for use in the service intended, as well as the lowest ultimate cost to the City. Time required for delivery may influence the award.

CONTRACT PERIOD

Any contract(s) resulting from this bid shall be effective for a period of one year from the date of award by City Council.

PRICE ADJUSTMENT

No price changes are permitted during the first year of the contract. If the contract extends beyond one year, price quoted may be made subject to adjustment.

CONTRACT EXTENSION

If mutually agreeable to both parties, any resultant contract may be extended on a year to year basis, however in no case shall the renewal extend beyond 3 years from the date of award of the original contract.

CONTRACT REPRESENTATIVE

During performance of the contract, the City will be represented by the Water and Sewer Superintendent, Telephone (916) 808-3105.

COOPERATIVE PURCHASING

If mutually agreeable to both parties, the use of any result contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

F.O.B.

Prices shall be submitted F.O.B. destination, freight allowed – as follows:

E.A. Fairbairn Water Treatment Plant
7501 College Town Drive
Sacramento, CA 95826

Sacramento River Water Treatment Plant
1 Water Street
Sacramento, CA 95814

DISMISSAL OF UNSATISFACTORY EMPLOYEES

The Contractor shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

DRUG-FREE WORKPLACE POLICY

The City of Sacramento is committed to providing a safe workplace for its employees and citizens alike. An essential part of this commitment is keeping the work environment free from drugs. In 1989, to assist in the achievement of this end, the City established a Drug-Free Workplace Policy.

As a contractor doing business with the City, it is expected that your firm will also implement a drug-free policy that informs your employees of the dangers and prohibition of drug abuse and that you will join with the City in maintaining a drug-free workplace.

If, in the performance of work under this contract, any employee of the Contractor exhibits unacceptable behavior that may be related to use of drugs or alcohol, the City reserves the right to discuss the employee's behavior with the Contractor. If the unacceptable behavior persists, the City may require that the employee be removed from all work under this contract.

DEFAULT BY CONTRACTOR

In case of default by Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby.

PAYMENT AND INVOICING

Payment will be made on the basis of 23% acid strength of H_2SiF_6. Invoices, in triplicate, shall be mailed or delivered to City of Sacramento, 915 I Street, Sacramento, CA 95814, Attention: Accounts Payable.

PRICING

The prices quoted to the City shall be as low or lower than those charged the Contractor's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

PURCHASE ORDER

1. A Purchase Order will be issued to the Contractor on behalf of the City organizations(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th, a second purchase order may be issued.

2. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract, and any modification thereto.

3. Delivery of material and/or services are <u>not</u> to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

QUANTITIES UNRESTRICTED

The City is not limited to purchase all of its requirements from any contract resulting from this request.

SAMPLES

Prior to the award of the contract, the City may require that samples be submitted for evaluation and/or testing. The samples provided by the Contractor shall represent the exact items and/or products proposed and to be supplied. The City may perform selected inspections and tests to verify that the items and/or products proposed meet the requirements of this specification.

Samples must be received within five (5) working days of the request for pre-award samples. Failure to satisfy any of the City's requirements and/or specifications may result in the rejection of the bid.

TECHNICAL SPECIFICATIONS

REQUIREMENT

It is required that liquid fluorosilicic acid be furnished in accordance with these specifications, with freight prepaid and allowed to destination.

QUANTITIES (ESTIMATED)

The quantities specified are based upon the best estimates available and are subject to increase or decrease.

DELIVERY

Deliveries shall be made within three (3) working days after receipt of the order at any time during the contract period. Delivery shall be made in 4,000 gallon or larger tank trucks or trailed equipped to mate with a 2-1/2" flanged coupler. Deliveries shall be made between 8:00 a.m. and 3:00 p.m., during which time the City will provide personnel to monitor the unloading of fluorosilicic acid from the tank truck to the receiving storage. Unless otherwise directed, failure to observe this time constraint may result in a delay of the unloading to the following day, at no additional cost to the City. The supplier shall observe the transfer filling operation at each water treatment plant and shall be responsible for minimizing any spillage due to such operation. It may be required that the fluorosilicic acid be delivered to either or both of the following destinations:

1. City of Sacramento
   E.A. Fairbairn Water Treatment Plan
   7501 College Town Drive
   Sacramento, CA 95826

   -AND/OR-

2. City of Sacramento
   Sacramento River Water Treatment Plan
   1 Water Street
   Sacramento, CA 95814

QUALITY

The fluorosilicic acid supplies shall be in accordance with AWWA Standard B703-00. The fluorosilicic acid shall contain a minimum of 23% H_2SiF_6 by weight. The manufacturer or supplier shall provide an affidavit that the fluorosilicic acid furnished under the specification complies with all applicable requirements of AWWA Standard B703-00 at the time of delivery. Also, this material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF 60, Drinking Water Treatment Chemicals – Health Effects.

PAYMENT

The supplier shall also furnish an assay report of the acid content of each tank load at the time of delivery.

EXHIBIT 1

REQUIREMENTS FOR THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits By City Contractors Ordinance (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed. The provisions apply only to those employee(s) actually working on the City contract and only for the actual amount of time the employee(s) spend working on such contract.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

EXHIBIT 1

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment "A"), signed by an authorized representative, with each bid, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."

EXHIBIT 1

Attachment A

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Solvay Fluorides, LLC
Name of Contractor

3333 Richmond Avenue, Houston, TX 77098
Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for bids or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").

2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.

3. If the face amount of this City Contract is less than $25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds $25,000 in total value.

4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

EXHIBIT 1

Attachment A

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

   b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.

   c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.

   d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.

   e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

      I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

   f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

      The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

   g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).

   h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

EXHIBIT 1

Attachment A

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.

8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

EXHIBIT 1

Attachment A

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

February 6, 2006
Date

Mark E. Looney
Print Name

Vice President - Sales & Marketing
Title

EXHIBIT 1

Attachment B

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits By City Contractors Ordinance (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

EXHIBIT 1

Attachment B

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Contract Services Unit
  915 I St., 2nd Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

EXHIBIT 1

Attachment C

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

O Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Contract Services Unit
915 I St., 2nd Floor
Sacramento, CA 95814

O Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.