

## Swimming Pool Water / Wastewater Treatment Chemicals

<b>Bid Item No.</b>	<b>Description / (Delivered Price per Unit of Measure)</b>	<b>Delivered Price Per</b>	<b>Unit of Measure</b>	<b>Amato Industries, Inc/Amchlor Silver Springs, MD</b>	<b>Brenntag Northeast LLC Reading, PA</b>	<b>Chemrite, Inc. Buford, GA</b>	<b>Colonial Chemical Solutions, Inc. Savanna, GA</b>
<b>1</b>	Liquid Chlorine (City of Hagerstown)	Cylinder	1-Ton Cylinder	No Bid	No Bid	No Bid	No Bid
<b>2</b>	Aqueous Ammonia 19% (City of Hagerstown)	Pound	Pound Bulk	No Bid	No Bid	No Bid	No Bid
<b>3</b>	Ferric Chloride (City of Hagerstown)	Dry Ton	Dry Ton	No Bid	No Bid	No Bid	No Bid
<b>4</b>	Sodium Hypochlorite (City of Hagerstown)	Gallon	Gallon Bulk	\$3.72	No Bid	No Bid	No Bid
<b>5</b>	12.5% Sodium Hypochlorite (City of Hagerstown)	Gallon	Gallon Bulk	\$3.80	No Bid	No Bid	No Bid
<b>6</b>	Powdered Activated Carbon (City of Hagerstown)	Ton	50-Pound Bag	No Bid	\$5,760.00	No Bid	No Bid
<b>7</b>	Polyaluminum Chloride (PAC) (City of Hagerstown)	Wet Ton	Wet Ton	No Bid	No Bid	No Bid	No Bid
<b>8</b>	Caustic Soda (Sodium Hydroxide 25%) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	\$2.1920	No Bid	No Bid
<b>9A</b>	Sulfuric Acid 93% - 95% (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	\$3.68	No Bid	No Bid
<b>9B</b>	Sulfuric Acid 93% - 95% (Washington County DWQ)	Gallon	55-Gallon Drum	No Bid	\$7.75	No Bid	No Bid
<b>9C</b>	Sulfuric Acid 93% - 95% (Washington County DWQ)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid

## Swimming Pool Water / Wastewater Treatment Chemicals

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<b>10</b>	Sodium Hypochlorite (Washington County DWQ)	Gallon	55-Gallon Drum	\$6.50	No Bid	No Bid	No Bid
<b>11</b>	Potassium Permanganate (City of Hagerstown and Washington County DWQ)	Pound	55-Pound Pail	No Bid	\$5.72	\$2.72	No Bid
<b>12</b>	Caustic Soda (Sodium Hydroxide) (Washington County DWQ)	Gallon	55-Gallon Drum	No Bid	\$4.324	No Bid	No Bid
<b>13A</b>	Hydrofluosilicic Acid (H <sub>2</sub> SiF <sub>6</sub> ) (Washington County DWQ)	Gallon	15-Gallon Pail	No Bid	No Bid	No Bid	No Bid
<b>13B</b>	Hydrofluosilicic Acid (H <sub>2</sub> SiF <sub>6</sub> ) (Washington County DWQ)	Gallon	55-Gallon Drum	No Bid	No Bid	No Bid	No Bid
<b>13C</b>	Hydrofluosilicic Acid (H <sub>2</sub> SiF <sub>6</sub> ) (City of Hagerstown)	Gallon	Gallon Mini Bulk	No Bid	No Bid	No Bid	No Bid
<b>14</b>	DelPac 2000 (Polyaluminum Chloride Hydroxide Sulfate Solution) (Washington County DWQ & Town of Boonsboro)	Pound	Pound Bulk	No Bid	No Bid	No Bid	No Bid

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15	3" Tablet Chlorine (Calcium Hypochlorite) (City of Hagerstown)	Pound	50 - 100 Pound Drum	No Bid	No Bid	No Bid	No Bid
16	Sodium Hypochlorite (Washington County Parks)	Gallon	55-Gallon Drum	\$6.50	No Bid	No Bid	No Bid
17	Cyanuric Acid (Washington County Parks)	Pound	Pound	No Bid	No Bid	No Bid	No Bid
18	Calcium Chloride (Washington County Parks)	Pound	50-Pound Container	No Bid	No Bid	No Bid	No Bid
19	Muriatic Acid (Washington County Parks & Washington County DWQ)	Pound	15-Gallon Pail Pound	No Bid	No Bid	No Bid	No Bid
20	Sodium Bisulfite (38% - 40%) (City of Hagerstown)	Pound	600-Pound Drum	No Bid	No Bid	No Bid	No Bid
21	DelPAC 2020 (Polyaluminum Hydroxychlorosulfate Solution) (Washington County DWQ)	Gallon	55-Gallon Drum	No Bid	No Bid	No Bid	No Bid
22	Sodium Fluorosilicate (City of Hagerstown)	Pound	50-Pound Bag	No Bid	No Bid	\$2.07	No Bid

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<b>Bid Item No.</b>	<b>Description / (Delivered Price per Unit of Measure)</b>	<b>Delivered Price Per</b>	<b>Unit of Measure</b>	<b>Amato Industries, Inc/Amchlor Silver Springs, MD</b>	<b>Brenntag Northeast LLC Reading, PA</b>	<b>Chemrite, Inc. Buford, GA</b>	<b>Colonial Chemical Solutions, Inc. Savannah, GA</b>
23	Defoamer – Anti-Foam (City of Hagerstown)	Gallon	55-Gallon Drum	No Bid	No Bid	No Bid	No Bid
24	Thioguard (55% - 65% Magnesium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
25	Methanol (mark-up over Methanex Index for September 2022) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	\$3.19	No Bid	\$0.28
26	Bacterial Enzymatic Powder (Washington County DWQ)	Pound	50-Pound Containers (½ pound packets)	No Bid	No Bid	No Bid	No Bid
27	Poly-Orthophosphate Solution (SLI-5250) (City of Hagerstown)	Pound	Pound Bulk	No Bid	No Bid	No Bid	No Bid
28A	50% Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
28B	25% Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
29	DelPac 2000 (Aluminum Chloride Hydroxide Sulfate) (Washington County DWQ)	Gallon	55-Gallon Drum	No Bid	No Bid	No Bid	No Bid
30	Liquid Aluminum Sulfate (Washington County DWQ)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid

## Swimming Pool Water / Wastewater Treatment Chemicals

<b>Bid Item No.</b>	<b>Description / (Delivered Price per Unit of Measure)</b>	<b>Delivered Price Per</b>	<b>Unit of Measure</b>	<b>Amato Industries, Inc/Amchlor Silver Springs, MD</b>	<b>Brenntag Northeast LLC Reading, PA</b>	<b>Chemrite, Inc. Buford, GA</b>	<b>Colonial Chemical Solutions, Inc. Savannah, GA</b>
31	MicroC 2000 (Washington County DWQ)	Gallon	240-Gallon Totes	No Bid	No Bid	No Bid	No Bid
32	Polymer (Zetag 8814) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
33	Morton Salt (City of Hagerstown)	Pound	Pound Bulk 40-50 Pound Bags	No Bid	No Bid	No Bid	No Bid
34	Magnetite (Washington County DWQ)	Pound	Pound Bulk	No Bid	No Bid	\$0.785	No Bid
35	Chlorine Gas (Town of Boonsboro)	Cylinder	150-Pound Cylinder	No Bid	No Bid	No Bid	No Bid
36	Sulfur Dioxide Gas (Town of Boonsboro)	Cylinder	150-Pound Cylinder	No Bid	No Bid	No Bid	No Bid
37	Sodium Fluoride Powder (Town of Boonsboro)	Bag	50-Pound Bags	No Bid	No Bid	No Bid	No Bid
38	Diatomaceous Earth (Town of Boonsboro)	Bag	50-Pound Bags	No Bid	No Bid	No Bid	No Bid
39	Carbon Dioxide (City of Hagerstown)	Pound	Pound Bulk	No Bid	No Bid	No Bid	No Bid
40	Hydrochloric Acid (City of Hagerstown)	Gallon	5-Gallon Pails	No Bid	No Bid	No Bid	No Bid

*\*Corrected Calculations Based on Unit Pricing*

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<b>Bid Item No.</b>	<b>Description / (Delivered Price per Unit of Measure)</b>	<b>Delivered Price Per</b>	<b>Unit of Measure</b>	<b>George S. Coyne Chemicals Co, Inc. Croydon, PA</b>	<b>JCI Jones Chemicals, Inc. Milford, VA</b>	<b>Kemira Water Solutions, Inc. Lawrence, KS</b>	<b>Kuehne Chemical Company Kearny, NJ</b>
<b>1</b>	Liquid Chlorine (City of Hagerstown)	Cylinder	1-Ton Cylinder	No Bid	No Bid	No Bid	No Bid
<b>2</b>	Aqueous Ammonia 19% (City of Hagerstown)	Pound	Pound Bulk	No Bid	No Bid	No Bid	No Bid
<b>3</b>	Ferric Chloride (City of Hagerstown)	Dry Ton	Dry Ton	No Bid	No Bid	\$1,225.00	No Bid
<b>4</b>	Sodium Hypochlorite (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
<b>5</b>	12.5% Sodium Hypochlorite (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
<b>6</b>	Powdered Activated Carbon (City of Hagerstown)	Ton	50-Pound Bag	\$3,036.7647	No Bid	No Bid	No Bid
<b>7</b>	Polyaluminum Chloride (PAC) (City of Hagerstown)	Wet Ton	Wet Ton	No Bid	No Bid	No Bid	No Bid
<b>8</b>	Caustic Soda (Sodium Hydroxide 25%) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
<b>9A</b>	Sulfuric Acid 93% - 95% (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
<b>9B</b>	Sulfuric Acid 93% - 95% (Washington County DWQ)	Gallon	55-Gallon Drum	\$17.5207	No Bid	No Bid	No Bid
<b>9C</b>	Sulfuric Acid 93% - 95% (Washington County DWQ)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid

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<b>Bid Item No.</b>	<b>Description / (Delivered Price per Unit of Measure)</b>	<b>Delivered Price Per</b>	<b>Unit of Measure</b>	<b>George S. Coyne Chemicals Co, Inc. Croydon, PA</b>	<b>JCI Jones Chemicals, Inc. Milford, VA</b>	<b>Kemira Water Solutions, Inc. Lawrence, KS</b>	<b>Kuehne Chemical Company Kearny, NJ</b>
<b>10</b>	Sodium Hypochlorite (Washington County DWQ)	Gallon	55-Gallon Drum	\$6.6532	No Bid	No Bid	No Bid
<b>11</b>	Potassium Permanganate (City of Hagerstown and Washington County DWQ)	Pound	55-Pound Pail	No Bid	No Bid	No Bid	No Bid
<b>12</b>	Caustic Soda (Sodium Hydroxide) (Washington County DWQ)	Gallon	55-Gallon Drum	\$6.7255	No Bid	No Bid	No Bid
<b>13A</b>	Hydrofluosilicic Acid (H <sub>2</sub> SiF <sub>6</sub> ) (Washington County DWQ)	Gallon	15-Gallon Pail	\$15.2393	No Bid	No Bid	No Bid
<b>13B</b>	Hydrofluosilicic Acid (H <sub>2</sub> SiF <sub>6</sub> ) (Washington County DWQ)	Gallon	55-Gallon Drum	\$8.3435	No Bid	No Bid	No Bid
<b>13C</b>	Hydrofluosilicic Acid (H <sub>2</sub> SiF <sub>6</sub> ) (City of Hagerstown)	Gallon	Gallon Mini Bulk	\$6.0461	No Bid	No Bid	No Bid
<b>14</b>	DelPac 2000 (Polyaluminum Chloride Hydroxide Sulfate Solution) (Washington County DWQ and Town of Boonsboro)	Pound	Pound Bulk	No Bid	No Bid	\$0.26	No Bid

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15	3" Tablet Chlorine (Calcium Hypochlorite) (City of Hagerstown)	Pound	50 - 100 Pound Drum	\$2.6263	No Bid	No Bid	No Bid
16	Sodium Hypochlorite (Washington County Parks)	Gallon	55-Gallon Drum	No Bid	No Bid	No Bid	No Bid
17	Cyanuric Acid (Washington County Parks)	Pound	Pound	No Bid	No Bid	No Bid	No Bid
18	Calcium Chloride (Washington County Parks)	Pound	50-Pound Container	No Bid	No Bid	No Bid	No Bid
19	Muriatic Acid (Washington County Parks and Washington County DWQ)	Pound	15-Gallon Pail Pound	No Bid	No Bid	No Bid	No Bid
20	Sodium Bisulfite (38% - 40%) (City of Hagerstown)	Pound	600-Pound Drum	\$0.6479	No Bid	No Bid	No Bid
21	DelPac 2020 (Polyaluminum Hydroxychlorosulfate Solution) (Washington County DWQ)	Gallon	55-Gallon Drum	\$4.99	No Bid	No Bid	No Bid
22	Sodium Fluorosilicate (City of Hagerstown)	Pound	50-Pound Bag	\$1.3665	No Bid	No Bid	No Bid



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23	Defoamer – Anti-Foam (City of Hagerstown)	Gallon	55-Gallon Drum	No Bid	No Bid	No Bid	No Bid
24	Thioguard (55% - 65% Magnesium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
25	Methanol (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
26	Bacterial Enzymatic Powder (Washington County DWQ)	Pound	50-Pound Containers (1/2 pound packets)	No Bid	No Bid	No Bid	No Bid
27	Poly-Orthophosphate Solution (SLI-5250) (City of Hagerstown)	Pound	Pound Bulk	No Bid	No Bid	No Bid	No Bid
28A	50% Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
28B	25% Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
29	DelPac 2000 (Aluminum Chloride Hydroxide Sulfate) (Washington County DWQ)	Gallon	55-Gallon Drum	\$11.82	No Bid	No Bid	No Bid
30	Liquid Aluminum Sulfate (Washington County DWQ)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid

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31	MicroC 2000 (Washington County DWQ)	Gallon	240-Gallon Totes	\$6.63	No Bid	No Bid	No Bid
32	Polymer (Zetag 8814) (City of Hagerstown)	Gallon	Gallon Bulk	\$18.71	No Bid	No Bid	No Bid
33	Morton Salt (City of Hagerstown)	Pound	Pound Bulk 40-50 Pound Bags	No Bid	No Bid	No Bid	No Bid
34	Magnetite (Washington County DWQ)	Pound	Pound Bulk	No Bid	No Bid	No Bid	No Bid
35	Chlorine Gas (Town of Boonsboro)	Cylinder	150-Pound Cylinder	No Bid	\$600.00	No Bid	No Bid
36	Sulfur Dioxide Gas (Town of Boonsboro)	Cylinder	150-Pound Cylinder	No Bid	\$350.00	No Bid	No Bid
37	Sodium Fluoride Powder (Town of Boonsboro)	Bag	50-Pound Bags	\$111.3636	No Bid	No Bid	No Bid
38	Diatomaceous Earth (Town of Boonsboro)	Bag	50-Pound Bags	No Bid	No Bid	No Bid	No Bid
39	Carbon Dioxide (City of Hagerstown)	Pound	Pound Bulk	No Bid	No Bid	No Bid	No Bid
40	Hydrochloric Acid (City of Hagerstown)	Gallon	5-Gallon Pails	No Bid	No Bid	No Bid	No Bid

*\*Corrected Calculations Based on Unit Pricing*

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<b>Bid Item No.</b>	<b>Description / (Delivered Price per Unit of Measure)</b>	<b>Delivered Price Per</b>	<b>Unit of Measure</b>	<b>Maryland Biochemical Co. Inc. Bel Air, MD</b>	<b>Maryland Chemical Company, Inc. Baltimore, MD</b>	<b>Norwalk Wastewater Equipment Co dba Norweco, Inc. Norwalk, Oh</b>	<b>PVC Technologies, Inc. Detroit, MI</b>
<b>1</b>	Liquid Chlorine (City of Hagerstown)	Cylinder	1-Ton Cylinder	No Bid	No Bid	No Bid	No Bid
<b>2</b>	Aqueous Ammonia 19% (City of Hagerstown)	Pound	Pound Bulk	No Bid	\$0.214	No Bid	No Bid
<b>3</b>	Ferric Chloride (City of Hagerstown)	Dry Ton	Dry Ton	No Bid	No Bid	No Bid	\$1,187.00
<b>4</b>	Sodium Hypochlorite (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
<b>5</b>	12.5% Sodium Hypochlorite (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
<b>6</b>	Powdered Activated Carbon (City of Hagerstown)	Ton	50-Pound Bag	No Bid	No Bid	No Bid	No Bid
<b>7</b>	Polyaluminum Chloride (PAC) (City of Hagerstown)	Wet Ton	Wet Ton	No Bid	No Bid	No Bid	No Bid
<b>8</b>	Caustic Soda (Sodium Hydroxide 25%) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
<b>9A</b>	Sulfuric Acid 93% - 95% (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
<b>9B</b>	Sulfuric Acid 93% - 95% (Washington County DWQ)	Gallon	55-Gallon Drum	No Bid	No Bid	No Bid	No Bid
<b>9C</b>	Sulfuric Acid 93% - 95% (Washington County DWQ)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid

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<b>Bid Item No.</b>	<b>Description / (Delivered Price per Unit of Measure)</b>	<b>Delivered Price Per</b>	<b>Unit of Measure</b>	<b>Maryland Biochemical Co. Inc. Bel Air, MD</b>	<b>Maryland Chemical Company, Inc. Baltimore, MD</b>	<b>Norwalk Wastewater Equipment Co dba Norweco, Inc. Norwalk, Oh</b>	<b>PVC Technologies, Inc. Detroit, MI</b>
<b>10</b>	Sodium Hypochlorite (Washington County DWQ)	Gallon	55-Gallon Drum	No Bid	No Bid	No Bid	No Bid
<b>11</b>	Potassium Permanganate (City of Hagerstown and Washington County DWQ)	Pound	55-Pound Pail	No Bid	No Bid	No Bid	No Bid
<b>12</b>	Caustic Soda (Sodium Hydroxide) (Washington County DWQ)	Gallon	55-Gallon Drum	No Bid	No Bid	No Bid	No Bid
<b>13A</b>	Hydrofluosilicic Acid (H <sub>2</sub> SiF <sub>6</sub> ) (Washington County DWQ)	Gallon	15-Gallon Pail	No Bid	No Bid	No Bid	No Bid
<b>13B</b>	Hydrofluosilicic Acid (H <sub>2</sub> SiF <sub>6</sub> ) (Washington County DWQ)	Gallon	55-Gallon Drum	No Bid	No Bid	No Bid	No Bid
<b>13C</b>	Hydrofluosilicic Acid (H <sub>2</sub> SiF <sub>6</sub> ) (City of Hagerstown)	Gallon	Gallon Mini Bulk	No Bid	No Bid	No Bid	No Bid
<b>14</b>	DelPac 2000 (Polyaluminum Chloride Hydroxide Sulfate Solution) (Washington County DWQ and Town of Boonsboro)	Pound	Pound Bulk	No Bid	No Bid	No Bid	No Bid

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15	3" Tablet Chlorine (Calcium Hypochlorite) (City of Hagerstown)	Pound	50 - 100 Pound Drum	No Bid	No Bid	\$3.05	No Bid
16	Sodium Hypochlorite (Washington County Parks)	Gallon	55-Gallon Drum	No Bid	No Bid	No Bid	No Bid
17	Cyanuric Acid (Washington County Parks)	Pound	Pound	No Bid	No Bid	No Bid	No Bid
18	Calcium Chloride (Washington County Parks)	Pound	50-Pound Container	No Bid	No Bid	No Bid	No Bid
19	Muriatic Acid (Washington County Parks and Washington County DWQ)	Pound	15-Gallon Pail Pound	No Bid	No Bid	No Bid	No Bid
20	Sodium Bisulfite (38% - 40%) (City of Hagerstown)	Pound	600-Pound Drum	No Bid	No Bid	No Bid	No Bid
21	DelPAC 2020 (Polyaluminum Hydroxychlorosulfate Solution) (Washington County DWQ)	Gallon	55-Gallon Drum	No Bid	No Bid	No Bid	No Bid
22	Sodium Fluorosilicate (City of Hagerstown)	Pound	50-Pound Bag	No Bid	No Bid	No Bid	No Bid

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<b>Bid Item No.</b>	<b>Description / (Delivered Price per Unit of Measure)</b>	<b>Delivered Price Per</b>	<b>Unit of Measure</b>	<b>Maryland Biochemical Co. Inc. Bel Air, MD</b>	<b>Maryland Chemical Company, Inc. Baltimore, MD</b>	<b>Norwalk Wastewater Equipment Co dba Norweco, Inc. Norwalk, Oh</b>	<b>PVC Technologies, Inc. Detroit, MI</b>
23	Defoamer – Anti-Foam (City of Hagerstown)	Gallon	55-Gallon Drum	\$7.74	No Bid	No Bid	No Bid
24	Thioguard (55% - 65% Magnesium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
25	Methanol (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
26	Bacterial Enzymatic Powder (Washington County DWQ)	Pound	50-Pound Containers (1/2 pound packets)	\$9.43	\$9.09	No Bid	No Bid
27	Poly-Orthophosphate Solution (SLI-5250) (City of Hagerstown)	Pound	Pound Bulk	No Bid	No Bid	No Bid	No Bid
28A	50% Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
28B	25% Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
29	DelPac 2000 (Aluminum Chloride Hydroxide Sulfate) (Washington County DWQ)	Gallon	55-Gallon Drum	No Bid	No Bid	No Bid	No Bid
30	Liquid Aluminum Sulfate (Washington County DWQ)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid

## Swimming Pool Water / Wastewater Treatment Chemicals

<b>Bid Item No.</b>	<b>Description / (Delivered Price per Unit of Measure)</b>	<b>Delivered Price Per</b>	<b>Unit of Measure</b>	<b>Maryland Biochemical Co. Inc. Bel Air, MD</b>	<b>Maryland Chemical Company, Inc. Baltimore, MD</b>	<b>Norwalk Wastewater Equipment Co dba Norweco, Inc. Norwalk, Oh</b>	<b>PVC Technologies, Inc. Detroit, MI</b>
31	MicroC 2000 (Washington County DWQ)	Gallon	240-Gallon Totes	No Bid	No Bid	No Bid	No Bid
32	Polymer (Zetag 8814) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
33	Morton Salt (City of Hagerstown)	Pound	Pound Bulk 40, 50 Pound Bags	No Bid	No Bid	No Bid	No Bid
34	Magnetite (Washington County DWQ)	Pound	Pound Bulk	No Bid	No Bid	No Bid	No Bid
35	Chlorine Gas (Town of Boonsboro)	Cylinder	150-Pound Cylinder	No Bid	No Bid	No Bid	No Bid
36	Sulfur Dioxide Gas (Town of Boonsboro)	Cylinder	150-Pound Cylinder	No Bid	No Bid	No Bid	No Bid
37	Sodium Fluoride Powder (Town of Boonsboro)	Bag	50-Pound Bags	No Bid	No Bid	No Bid	No Bid
38	Diatomaceous Earth (Town of Boonsboro)	Bag	50-Pound Bags	No Bid	No Bid	No Bid	No Bid
39	Carbon Dioxide (City of Hagerstown)	Pound	Pound Bulk	No Bid	No Bid	No Bid	No Bid
40	Hydrochloric Acid (City of Hagerstown)	Gallon	5-Gallon Pails	No Bid	No Bid	No Bid	No Bid

*\*Corrected Calculations Based on Unit Pricing*

## Swimming Pool Water / Wastewater Treatment Chemicals

<b>Bid Item No.</b>	<b>Description / (Delivered Price per Unit of Measure)</b>	<b>Delivered Price Per</b>	<b>Unit of Measure</b>	<b>Shannon Chemical Corporation Malvern, PA</b>	<b>Thatcher Co. of New York, Inc. Salt Lake City, UT</b>	<b>Univar Solutions USA, Inc. Morrisville, PA</b>	<b>USALCO, LLC Baltimore, MD</b>
<b>1</b>	Liquid Chlorine (City of Hagerstown)	Cylinder	1-Ton Cylinder	No Bid	No Bid	\$3,125.00	No Bid
<b>2</b>	Aqueous Ammonia 19% (City of Hagerstown)	Pound	Pound Bulk	No Bid	No Bid	\$0.2067	No Bid
<b>3</b>	Ferric Chloride (City of Hagerstown)	Dry Ton	Dry Ton	No Bid	No Bid	No Bid	No Bid
<b>4</b>	Sodium Hypochlorite (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
<b>5</b>	12.5% Sodium Hypochlorite (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
<b>6</b>	Powdered Activated Carbon (City of Hagerstown)	Ton	50-Pound Bag	No Bid	No Bid	No Bid	No Bid
<b>7</b>	Polyaluminum Chloride (PAC) (City of Hagerstown)	Wet Ton	Wet Ton	No Bid	No Bid	No Bid	\$574.00
<b>8</b>	Caustic Soda (Sodium Hydroxide 25%) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	\$1.6381	No Bid
<b>9A</b>	Sulfuric Acid 93% - 95% (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	\$3.82	No Bid
<b>9B</b>	Sulfuric Acid 93% - 95% (Washington County DWQ)	Gallon	55-Gallon Drum	No Bid	No Bid	\$6.86	No Bid
<b>9C</b>	Sulfuric Acid 93% - 95% (Washington County DWQ)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid



## Swimming Pool Water / Wastewater Treatment Chemicals

<b>Bid Item No.</b>	<b>Description / (Delivered Price per Unit of Measure)</b>	<b>Delivered Price Per</b>	<b>Unit of Measure</b>	<b>Shannon Chemical Corporation Malvern, PA</b>	<b>Thatcher Co. of New York, Inc. Salt Lake City, UT</b>	<b>Univar Solutions USA, Inc. Morrisville, PA</b>	<b>USALCO, LLC Baltimore, MD</b>
<b>10</b>	Sodium Hypochlorite (Washington County DWQ)	Gallon	55-Gallon Drum	No Bid	No Bid	\$4.16	No Bid
<b>11</b>	Potassium Permanganate (City of Hagerstown and Washington County DWQ)	Pound	55-Pound Pail	No Bid	No Bid	\$4.73	No Bid
<b>12</b>	Caustic Soda (Sodium Hydroxide) (Washington County DWQ)	Gallon	55-Gallon Drum	No Bid	No Bid	\$4.08	No Bid
<b>13A</b>	Hydrofluosilicic Acid (H <sub>2</sub> SiF <sub>6</sub> ) (Washington County DWQ)	Gallon	15-Gallon Pail	No Bid	No Bid	\$11.45	No Bid
<b>13B</b>	Hydrofluosilicic Acid (H <sub>2</sub> SiF <sub>6</sub> ) (Washington County DWQ)	Gallon	55-Gallon Drum	No Bid	No Bid	\$5.10	No Bid
<b>13C</b>	Hydrofluosilicic Acid (H <sub>2</sub> SiF <sub>6</sub> ) (City of Hagerstown)	Gallon	Gallon Mini Bulk	No Bid	No Bid	No Bid	No Bid
<b>14</b>	DelPac 2000 (Polyaluminum Chloride Hydroxide Sulfate Solution) (Washington County DWQ and Town of Boonsboro)	Pound	Pound Bulk	No Bid	No Bid	No Bid	\$0.257

## Swimming Pool Water / Wastewater Treatment Chemicals

<b>Bid Item No.</b>	<b>Description / (Delivered Price per Unit of Measure)</b>	<b>Delivered Price Per</b>	<b>Unit of Measure</b>	<b>Shannon Chemical Corporation Malvern, PA</b>	<b>Thatcher Co. of New York, Inc. Salt Lake City, UT</b>	<b>Univar Solutions USA, Inc. Morrisville, PA</b>	<b>USALCO, LLC Baltimore, MD</b>
15	3" Tablet Chlorine (Calcium Hypochlorite) (City of Hagerstown)	Pound	50 - 100 Pound Drum	No Bid	No Bid	\$3.69	No Bid
16	Sodium Hypochlorite (Washington County Parks)	Gallon	55-Gallon Drum	No Bid	No Bid	\$4.16	No Bid
17	Cyanuric Acid (Washington County Parks)	Pound	Pound	No Bid	No Bid	No Bid	No Bid
18	Calcium Chloride (Washington County Parks)	Pound	50-Pound Container	No Bid	No Bid	No Bid	No Bid
19	Muriatic Acid (Washington County Parks and Washington County DWQ)	Pound	15-Gallon Pail Pound	No Bid	No Bid	No Bid	No Bid
20	Sodium Bisulfite (38% - 40%) (City of Hagerstown)	Pound	600-Pound Drum	No Bid	No Bid	\$0.45	No Bid
21	DelPAC 2020 (Polyaluminum Hydroxychlorosulfate Solution) (Washington County DWQ)	Gallon	55-Gallon Drum	No Bid	No Bid	\$4.885	No Bid
22	Sodium Fluorosilicate (City of Hagerstown)	Pound	50-Pound Bag	No Bid	No Bid	No Bid	No Bid

## Swimming Pool Water / Wastewater Treatment Chemicals

<b>Bid Item No.</b>	<b>Description / (Delivered Price per Unit of Measure)</b>	<b>Delivered Price Per</b>	<b>Unit of Measure</b>	<b>Shannon Chemical Corporation Malvern, PA</b>	<b>Thatcher Co. of New York, Inc. Salt Lake City, UT</b>	<b>Univar Solutions USA, Inc. Morrisville, PA</b>	<b>USALCO, LLC Baltimore, MD</b>
23	Defoamer – Anti-Foam (City of Hagerstown)	Gallon	55-Gallon Drum	No Bid	No Bid	No Bid	No Bid
24	Thioguard (55% - 65% Magnesium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
25	Methanol (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	\$1.26	\$2.11	No Bid
26	Bacterial Enzymatic Powder (Washington County DWQ)	Pound	50-Pound Containers (1/2 pound packets)	No Bid	No Bid	No Bid	No Bid
27	Poly-Orthophosphate Solution (SLI-5250) (City of Hagerstown)	Pound	Pound Bulk	\$1.43	No Bid	No Bid	No Bid
28A	50% Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
28B	25% Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
29	DelPac 2000 (Aluminum Chloride Hydroxide Sulfate) (Washington County DWQ)	Gallon	55-Gallon Drum	No Bid	No Bid	\$5.37	No Bid
30	Liquid Aluminum Sulfate (Washington County DWQ)	Gallon	Gallon Bulk	No Bid	No Bid	\$1.84	No Bid

## Swimming Pool Water / Wastewater Treatment Chemicals

<b>Bid Item No.</b>	<b>Description / (Delivered Price per Unit of Measure)</b>	<b>Delivered Price Per</b>	<b>Unit of Measure</b>	<b>Shannon Chemical Corporation Malvern, PA</b>	<b>Thatcher Co. of New York, Inc. Salt Lake City, UT</b>	<b>Univar Solutions USA, Inc. Morrisville, PA</b>	<b>USALCO, LLC Baltimore, MD</b>
31	MicroC 2000 (Washington County DWQ)	Gallon	240-Gallon Totes	No Bid	No Bid	\$6.16	No Bid
32	Polymer (Zetag 8814) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid
33	Morton Salt (City of Hagerstown)	Pound	Pound Bulk 40-50 Pound Bags	No Bid	No Bid	\$0.37	No Bid
34	Magnetite (Washington County DWQ)	Pound	Pound Bulk	No Bid	No Bid	No Bid	No Bid
35	Chlorine Gas (Town of Boonsboro)	Cylinder	150-Pound Cylinder	No Bid	No Bid	\$559.00	No Bid
36	Sulfur Dioxide Gas (Town of Boonsboro)	Cylinder	150-Pound Cylinder	No Bid	No Bid	\$138.00	No Bid
37	Sodium Fluoride Powder (Town of Boonsboro)	Bag	50-Pound Bags	No Bid	No Bid	No Bid	No Bid
38	Diatomaceous Earth (Town of Boonsboro)	Bag	50-Pound Bags	No Bid	No Bid	No Bid	No Bid
39	Carbon Dioxide (City of Hagerstown)	Pound	Pound Bulk	No Bid	No Bid	No Bid	No Bid
40	Hydrochloric Acid (City of Hagerstown)	Gallon	5-Gallon Pails	No Bid	No Bid	No Bid	No Bid

*\*Corrected Calculations Based on Unit Pricing*

**Remarks/Exceptions:**

**Amato Industries, Inc. / Amchlor -**

\$50.00 Del Charge per stop.

\$40.00 Deposit on Acid Canboyl (each)

**Brenntag Northeast LLC -**

Item #6 8000 lb minimum

Item #8 4500 gallon deliveries

Item #9A Full bulk load delivery

**Chemrite, Inc.**

Item #34 30,000 lb minimum order / Lead time: 5-10 days ARO

**Colonial Chemical Solutions, Inc. -**

Item #25 Methanex Sept. 2022 plus \$0.28

**George S. Coyne Chemical Company, Inc. -**

Item #21 Minimum 4 drums per delivery

Item #29 Minimum 2 drums per delivery

Item #37 Minimum 44 bags per delivery

The George S. Coyne Chemical Co., Inc. is bidding with the understanding that our delivery terms are 7-10 business ARO for packaged product delivery and 10-14 business days ARO for bulk product delivery. We take exception to any other stated delivery terms expressed within the bidding documentation.

**Amendment:** Due to extreme market volatility, on material supply and freight, George S. Coyne Chemical Co., Inc. reserves the right to renegotiate pricing should our costs increase in excess of 10% during the course of the contract period for the following products we are bidding: Hydrodarco B, Sulfuric Acid, Sodium Hypochlorite, HFS, Sodium Bisulfite, Caustic Soda, Sodium Fluoride, & Sodium Silicofluoride.

**JCI Jones Chemicals, Inc.**

Item #36 Price is subject to change after 3/31/23 upon 30 days written notice.

**Bid Addendum:** JCI, having no control over disruptions in manufacturer supply of raw materials or the railroads, must respectfully insist on including the following Majeure clause as a term of our bid and any related contract that may be issued:

FORCE MAJEURE: JCI Jones Chemicals shall not be responsible for damages or delays caused by Force Majeure nor other events beyond its control, and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God

**Kemira Water Solutions, Inc.**

Item #3 Kemira PIX-111

Item#14 Kemira PAX-XL6

**Maryland Biochemical Co., Inc.**

Item #23 MB 012 SF Defoamer

Item #26 MB 15 BP Bacterial Enzyme

Trucking Companies have been adding a Fuel Surcharge as a separate line item on their per shipment freight bills. Usually the amounts vary from 225.00 to 265.00 per eight drum shipments of defoamer. If that is a factor with the new purchasing award for Items #23 Defoamer we would appreciate if the Hagerstown WWTP splits that additional surcharge with us by ½ of the fuel surcharge. That decision would be theirs and is not binding to our bid price for item 23 Defoamer or item 26 Bacterial Enzyme.

**Maryland Chemical Co., Inc.**

Item #2 45,000 lb Deliveries Includes 2 Hours of Delivery

Item #26 Packaged in 25 lb. containers

**Norweco Wastewater Equipment Company dba Norweco, Inc.**

Item #15 Bio-Sanitizer 70% available chlorine SDS included

**Thatcher Company of New York, Inc.**

Appendix A & B are part of our proposal.

APPENDIX A: FORCE MAJEURE

**Univar Solutions USA, Inc.**

Item #2 Wet Lb.

MOQ 45,000 lbs Deliveries are typically made during weekdays with two (2) hours of unloading time. Weekend and holiday deliveries are available for an additional charge. Additional unloading time will be billed at an additional \$150 per hour.

Item #9A Minimum 2,000 Gallons

Item #9B Minimum order 2 drums

Item #10 Minimum 4 drums mix and match to full pallet deliveries 53 gal drum

Item #11 Carus CAIROX Potassium Permanganate

Item #12 Minimum 4 drums mix & match to full pallet deliveries 54 gallon drum

Item #13A Minimum 5 pails

Item #13B Minimum 3 drums

Item #15 Minimum 24 pails 60# pails

Item #16 Minimum 4 drums mix and match to full pallet deliveries 53 gal drum

Item #20 Wet Lb. / 225 gallon Non returnable tote stocked to forecast

Item #21 Minimum 2 drums

Item #25 .35/Gal Mark up over Methanex Index. September 2022 Methanex MNDRP; \$1.76 / gallon = \$2.11/Gal

Minimum order 7,000 Gallons Delivery 3-7 business days. We will do our best to meet your delivery days.

Item #30 Minimum 2,000 Gallons Delivery 7-10 Business days

Item #31 265 gallon Non Returnable Tote

Item #33 Minimum 98 Bags (two pallets) Morton Clean and Protect Bag

Item #35 Minimum 8 cylinders

Item #36 Minimum 8 cylinders

**Univar Solutions USA, Inc.** continued

Page 18. Item 15. Safety training. We cannot commit to safety training at this time. We have licensed trainers and will try and work with your teams to schedule appointments based on availability.

Please note that we have taken exception and stricken the 4-hour response time item 5. page 16 "As a Global Distributor we have two National Emergency that cover us nationwide. Our national contracts with these two companies do not have provisions that require a specific response vendors specific response time period. Therefore, we will not agree to the four hours. If an incident is caused by Univar Solutions, we would dispatch one of the national ER contractors ASAP after the incident. Most responses we call for help with are started within about 4 hours, but releases and emergencies are NOT scheduled in advance, so we are limited to the availability of subcontracted Emergency Response companies at the time we call."



## APPENDIX A

# FORCE MAJEURE

### PERFORMANCE

- (a) Performance of any obligation under this contract may be suspended by the party so affected without liability in the event of an Act of God; war; fire; flood; strike; explosion; labor trouble; mechanical breakdown; accident, riot, governmental action, laws, regulations or orders (including, but not limited to, pollution, health, ecology or environmental matters); Seller's inability to obtain fuel, power, raw materials, or equipment used in connection therewith on terms it deems practicable; or any other cause beyond the reasonable control of either party interfering with the production, supply, transportation or consumption practice of the party at the time which delays, prevents, restricts, limits or renders commercially infeasible, the performance of this contract or the consumption, sale or use of the goods, except as to the goods already in transit.
  
- (b) The affected party may invoke subparagraph (a) or (b) by promptly notifying the other party in writing of the nature and the estimated duration of the suspension or cancellation of the party's performance. The total quantity hereunder shall be reduced by the quantity not delivered during the term of the suspension or cancellation without liability, and the contract shall otherwise remain unaffected. In no event shall Seller be required to ship the goods from Seller's or, if applicable, its affiliates' other locations or to purchase the goods or components thereof from other sources to fulfill the contract requirements. Seller may, without liability, allocate its supply of such goods or raw materials among its own uses, or distribute it among its customers upon such basis and in such manner as Seller deems fair and reasonable, provided that any goods or raw materials obtained by Seller from a third party solely for Seller's internal use are not subject to allocation.



**THATCHER COMPANY OF NEW YORK, INC.**  
P. O. Box 118, Williamson, NY 14589



Phone (315) 589-9330  
Fax (315) 589-9835

## APPENDIX B

# PRODUCT WARRANTY

**SELLER'S LIMITED WARRANTY:** SUBJECT TO THE LIMITATIONS LISTED BELOW, Seller warrants that at the time of delivery the goods will conform to the attached specifications, that Seller will convey good title thereto, and that the goods will be delivered free from any lawful security interest, lien or encumbrance.

**EXCLUSION AND DISCLAIMER OF ALL OTHER WARRANTIES:** THE LIMITED WARRANTIES LISTED ABOVE ARE SELLERS SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE GOODS. SELLER MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHETHER WITH RESPECT TO ITS RECOMMENDATIONS, INSTRUCTIONS, GOODS, APPARATUS, PROCESS OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

**LIMITATIONS OF REMEDIES AND SELLER'S LIABILITY:**

- (a) BUYER'S EXCLUSIVE REMEDY AND SELLER'S TOTAL LIABILITY TO BUYER FOR CLAIMS, AS DEFINED IN SUBPARAGRAPHS (b) BELOW, IS EXPRESSLY LIMITED AS FOLLOWS: BUYER HAS THE OPTION OF REPAYMENT OF THE PURCHASE PRICE PAID OR REPLACEMENT OF THE GOODS SUPPLIED HEREUNDER WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. BUYER WAIVES ALL OTHER CLAIMS BY BUYER AGAINST SELLER AND SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, EXCEPT IN CASES OF GROSS NEGLIGENCE. THE PRICE STATED FOR THE GOODS IS A CONSIDERATION IN LIMITING SELLERS AND ITS AFFILIATES' LIABILITY.
- (b) "CLAIMS" MEANS ALL ASSERTIONS OF ANY LEGAL, EQUITABLE, AND/OR ADMIRALTY CAUSES OF ACTION, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE; STRICT LIABILITY; OTHER TORT; EXPRESS OR IMPLIED WARRANTIES, INDEMNITY OR CONTRACT; CONTRIBUTION; OR SUBROGATION RELATED TO OR ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS CONTRACT.
- (c) ALL LIMITATIONS ON BUYER'S REMEDIES AND SELLER'S LIABILITY SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS CONTRACT.

NOTICE OF CLAIMS: All product claims by Buyer shall be deemed waived unless made by Buyer in writing and received by Seller within thirty (30) days of receipt of the goods; provided that for any claim which is not readily discoverable within such 30 day period such claim shall be deemed waived unless made by Buyer in writing and received by Seller within 90 days after receipt of the goods or within 30 days after Buyer learns or should have been reasonably aware of facts which should have given rise to such claim, whichever first occurs.

**BUYER'S WARRANTIES AND ASSUMPTION OF DUTIES REGARDING SAFETY, HEALTH, UNLOADING, USE, HANDLING, AND DISPOSAL OF THE GOODS.**

- (a) Buyer warrants that it has used its own independent skill and expertise in connection with the selection and use of the goods and that it possesses skill and expertise in handling, storage, transportation, treatment, use and disposal of the goods. Seller's recommendations, instructions, or information as to safety, health, handling, use, unloading or disposal of the goods are based upon information believed to be reliable, but Seller shall have no liability with respect thereto.
- (b) Buyer hereby acknowledges receipt of Seller's Material Safety Data Sheet (MSDS). Buyer assumes the following duties and obligations:
  - (1) Buyer shall promptly and carefully inspect the goods upon receipt. Buyer will adopt and maintain safe handling, storage, transportation, use treatment and disposal practices with respect to the goods, and further agrees to follow such special care and best manufacturing practices as Buyer's use of the goods require including, but not limited to, all such practices required by federal, state, and local government statutes, rules, regulations or ordinances;
  - (2) Buyer shall instruct its employees, independent contractors, agents and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use, transportation and disposal of the goods, including, but not limited to, information contained in Seller's most current MSDS; and
  - (3) Buyer shall comply with the OSHA Hazard Communication Standard, all applicable safety and environmental laws, and all other applicable government statutes, rules, regulations or ordinances, and shall take action necessary to avoid spills, emissions, leaks or other dangers to persons, property, or the environment.

NOTICE OF CLAIMS: All product claims by Buyer shall be deemed waived unless made by Buyer in writing and received by Seller within thirty (30) days of receipt of the goods; provided that for any claim which is not readily discoverable within such 30 day period such claim shall be deemed waived unless made by Buyer in writing and received by Seller within 90 days after receipt of the goods or within 30 days after Buyer learns or should have been reasonably aware of facts which should have given rise to such claim, whichever first occurs.

**BUYER'S WARRANTIES AND ASSUMPTION OF DUTIES REGARDING SAFETY, HEALTH, UNLOADING, USE, HANDLING, AND DISPOSAL OF THE GOODS.**

- (a) Buyer warrants that it has used its own independent skill and expertise in connection with the selection and use of the goods and that it possesses skill and expertise in handling, storage, transportation, treatment, use and disposal of the goods. Seller's recommendations, instructions, or information as to safety, health, handling, use, unloading or disposal of the goods are based upon information believed to be reliable, but Seller shall have no liability with respect thereto.
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  - (2) Buyer shall instruct its employees, independent contractors, agents and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use, transportation and disposal of the goods, including, but not limited to, information contained in Seller's most current MSDS; and
  - (3) Buyer shall comply with the OSHA Hazard Communication Standard, all applicable safety and environmental laws, and all other applicable government statutes, rules, regulations or ordinances, and shall take action necessary to avoid spills, emissions, leaks or other dangers to persons, property, or the environment.