



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 77-2016

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO RENEW ITB NO. 2015-293, CHEMICALS FOR WATER TREATMENT PLANT/WATER RECLAMATION FACILITY ON AN "AS NEEDED" BASIS, FOR THE 1ST RENEWAL PERIOD THROUGH SEPTEMBER 30, 2017 TO THE FOLLOWING FIRMS, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby approves the first of two (2) renewal periods of ITB NO. 2015-293 Chemicals for Water Treatment Plant/Water Reclamation Facility for the period October 1, 2016 through September 30, 2017.

<u>Item</u>	<u>Vendor</u>	<u>Chemical</u>	<u>Amount</u>
1	Allied Universal Corporation.	Sodium Hypochlorite	\$68,160.00
2	Tanner Industries, Inc.	Anhydrous Ammonia	\$14,052.50
3	Florida Chemical Supply Inc.	Hydrofluorosilicic acid	\$8,700.00
4	Cheney Lime & Cement	Pebble Quicklime	\$124,880.00
5	Brenntag Mid South Inc.	Hydrochloric Acid	\$2,337.50
6	Shannon Chemical Corporation	Sodium Hexametphosphate	\$19,646.00
7	Sterling Water Technologies	Anionic Dry Polymer	\$5,569.98
8	Fort Bend Services, Inc.	Cationic Liquid Polymer	\$14,128.40
9	Thatcher Chemical of Florida, Inc	Liquid Ferric Sulfate	\$40,320.00
10	Brenntag Mid South Inc.	Liquid Ferric Chloride	\$28,050.00
	Overall Total		\$325,844.38

Resolution No. 77-2016
Renew ITB No. 2015-293 for Chemicals: Water Treatment Plant/Water Reclamation Facility

SECTION 2: This resolution shall take effect upon adoption.

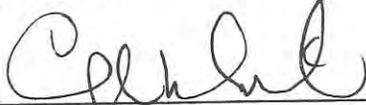
ADOPTED this 12th day of September 2016.

Commissioner MCDONALD offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner GLASS LEIGHTON and upon being put to a roll call vote, the vote was as follows:

JEFFREY A. KRAUSKOPF, MAYOR
EULA R. CLARKE, VICE MAYOR
TOM CAMPENNI, COMMISSIONER
TROY A. MCDONALD, COMMISSIONER
KELLI GLASS LEIGHTON, COMMISSIONER

YES	NO	ABSENT
X		
X		
		X
X		
X		

ATTEST:

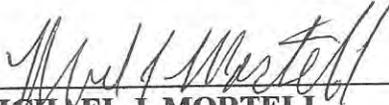


CHERYL WHITE
CITY CLERK



JEFFREY A. KRAUSKOPF
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



MICHAEL J. MORTELL
CITY ATTORNEY





City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Alaina Knofla
Procurement Specialist
aknofla@ci.stuart.fl.us

Telephone (772) 288-5320
Fax: (772) 600-1202
www.cityofstuart.us

July 25, 2016

Via Email Transmission: sales@sterlingwatertech.com

Sterling Water Technologies
Attn: Mr. Daniel C. Flynn
P O Box 6025
Columbia, TN 38402-0602

Subject: Renewal for ITB #2015-293, Chemicals at Water Treatment/Water Reclamation Facility

Dear Mr. Flynn,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Anionic-Dry Polymer, for the period beginning October 1, 2016 and ending on September 30, 2017 which represents the first year of two (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract. In addition, we need a current copy of Certification of Liability, Property Damage, and Automobile Liability, and Worker's Compensation as outlined in the ITB.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., August 3, 2016**. You may fax your response to (772) 600-1202 or send by email to aknofla@ci.stuart.fl.us.

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,

Alaina Knofla
Procurement Specialist

CC: ITB 2015-293 File

Sterling Water Technologies LLC
P. O. Box 602
Columbia, TN 38402-0602
Phone: (931) 540-1334

I hereby agree to the contract renewal as specified of the subject Agreement

I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

Ruth H. Campos

Printed Name

8/4/2016

Date

Assistant Treasurer

Title



August 4, 2016

Attn. Alaina Knofla, Procurement Specialist

THE CITY OF STUART

Department of Financial Services

121 SW Flagler Avenue

Stuart, FL 34994

Re: Request for Renewal of Contract
Reference Bid#: 2015-293
Bid Title: Chemicals for Water Treatment/Reclamation Facilities
Renewal Dates: 10/1/2016 through 9/30/2017
Original Bid Date: 7/29/2015

Dear Ms. Knofla,

We are in receipt of your request for an extension of an additional one year period on the above mentioned bid.

We would like to extend the existing contract at the same price, terms, and conditions:

Magnafloc LT 27AG Dry Polymer in 55.12 lb. bags @ \$2.1423 / lb.

We have enclosed a signed copy of the renewal letter and our certificate of insurance per your instructions. If you have any questions, you can reach us via telephone at: (931)540-1334 or via email at: sales@sterlingwatertech.com

Sincerely,

Sterling Water Technologies, LLC
Bid Administration Department

Client#: 68172

GEOCO

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2016

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

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

PRODUCER People's United Ins. Agency CT One Financial Plaza 755 Main Street Hartford, CT 06103	CONTACT NAME: Karen Disipio PHONE (A/C, No. Ext): 860 524-7660 E-MAIL ADDRESS: karen.disipio@peoples.com	FAX (A/C, No): 844 648-7609													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Chartis Specialty Insurance Co</td> <td>26883</td> </tr> <tr> <td>INSURER B: Berkshire Hathaway Homestate</td> <td>20044</td> </tr> <tr> <td>INSURER C: Commerce and Industry Insurance</td> <td>19410</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Chartis Specialty Insurance Co	26883	INSURER B: Berkshire Hathaway Homestate	20044	INSURER C: Commerce and Industry Insurance	19410	INSURER D:		INSURER E:		INSURER F:
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INSURER E:															
INSURER F:															

INSURED
 Sterling Water Technologies LLC
 902 S. High Street
 PO Box 602
 Columbia, TN 34801

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		EG791369	05/31/2016	05/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp DED* <input checked="" type="checkbox"/> Coll DED*		CA791368	05/31/2016	05/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$Nil		791370	05/31/2016	05/31/2017	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	GEWC704750	05/31/2016	05/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 *\$1,000 PPT's, Light, Medium and Trailers; \$2,000 Heavy, Extra Heavy and Tractors.
 RE: Project: ITB No. 2015-293, Chemicals for Water Treatment/Water Reclamation Facilities.
 *Pollution Legal Liability (Claims Made Coverage) - Coverage D-1 & D-2 \$1,000,000
 Additional Pollution Legal Liability - Coverage E-1 to E-4 (Occurrence)\$1,000,000
 [Includes: Hostile Fire and Building Equipment (E-1); Products Pollution (E-2);
 (See Attached Descriptions)]

CERTIFICATE HOLDER City of Stuart, FL 121 S.W. Flagler Avenue Stuart, FL 34994	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Peoples United Insurance Agency</i>
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DESCRIPTIONS (Continued from Page 1)

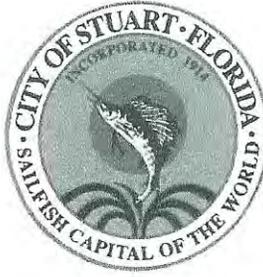
Contractors Pollution (E-3) and Transported Cargo (E-4)]

DEDUCTIBLE (INCLUSIVE OF ALLOCATED LOSS EXPENSE):

Per Claim (Applicable to Pollution Legal Liability D-1; D2) \$25,000

Per Occurrence (Applicable to Transported Cargo E-4) \$10,000

The certificate holder is included as an Additional Insured, where required by written contract, per the terms, conditions and exclusions of the referenced General Liability and Automobile policies. Waiver of subrogation applies. Thirty day notice of cancellation applies.



BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA

RESOLUTION NUMBER 82-2015

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO APPROVE THE AWARD OF ITB NO. 2015-293, CHEMICALS FOR WATER TREATMENT PLANT/WATER RECLAMATION FACILITY TO THE LOWEST, MOST RESPONSIVE RESPONSIBLE BIDDERS, ON AN AS NEEDED BASIS, TO THE FOLLOWING FIRMS, PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart, Florida approves the award of ITB No. 2015-293 to the lowest most responsive and responsible bidders for the purchase of chemicals on an as-needed basis to operate the Water Treatment Plant/Water Reclamation Facility. This contract will be awarded for an initial one year period with the option to renew for two additional one year periods. The chemicals and bidders involved are as stated below:

<u>Item</u>	<u>Vendor</u>	<u>Chemical</u>	<u>Amount</u>
1	Allied Universal Corporation.	Sodium Hypochlorite	\$68,160.00
2	Tanner Industries, Inc.	Anhydrous Ammonia	\$14,052.50
3	Florida Chemical Supply Inc.	Hydrofluorosilicic acid	\$8,700.00
4	Cheney Lime & Cement	Pebble Quicklime	\$124,880.00
5	Brenntag Mid South Inc.	Hydrochloric Acid	\$2,337.50
6	Shannon Chemical Corporation	Sodium Hexametphosphate	\$19,646.00
7	Sterling Water Technologies	Anionic Dry Polymer	\$5,569.98
8	Fort Bend Services, Inc.	Cationic Liquid Polymer	\$14,128.40
9	Thatcher Chemical of Florida, Inc	Liquid Ferric Sulfate	\$40,320.00
10	Brenntag Mid South Inc.	Liquid Ferric Chloride	\$28,050.00
	Overall Total		\$325,844.38

Resolution No. 82-2015
Award ITB No. 2015-293 for Chemicals: Water Treatment Plant/Water Reclamation
Facility

SECTION 2: This resolution shall take effect upon adoption.

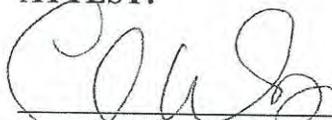
ADOPTED this 14th day of September 2015.

Commissioner MCDONALD offered the foregoing resolution and moved its adoption.
The motion was seconded by Commissioner CAMPENNI and upon being put to a roll
call vote, the vote was as follows:

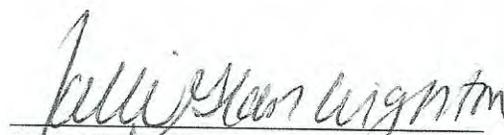
KELLI GLASS-LEIGHTON, MAYOR
JEFFREY KRAUSKOPF, VICE MAYOR
TOM CAMPENNI, COMMISSIONER
TROY MCDONALD, COMMISSIONER
EULA R. CLARKE, COMMISSIONER

YES	NO	ABSENT
X		
		X
X		
X		
X		

ATTEST:



CHERYL WHITE
CITY CLERK

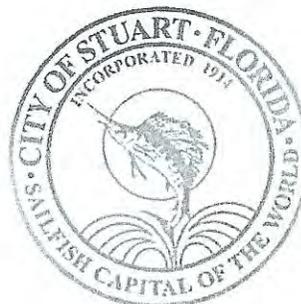


KELLI GLASS-LEIGHTON
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



MICHAEL J. MORTELL
CITY ATTORNEY



DESCRIPTIONS (Continued from Page 1)

Additional Pollution Legal Liability - Coverage E-1 to E-4 (Occurrence) \$1,000,000

**[Includes: Hostile Fire and Building Equipment (E-1); Products Pollution (E-2);
Contractors Pollution (E-3) and Transported Cargo (E-4)]**

DEDUCTIBLE (INCLUSIVE OF ALLOCATED LOSS EXPENSE):

Per Claim (Applicable to Pollution Legal Liability D-1; D2) \$25,000

Per Occurrence (Applicable to Transported Cargo E-4) \$10,000

The certificate holder is included as an Additional Insured, where required by written contract, per the terms, conditions and exclusions of the referenced General Liability and Automobile policies. Waiver of subrogation applies. Thirty day notice of cancellation applies.



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement and Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
purchasing@ci.stuart.fl.us

Telephone (772) 288-5320
Fax: (772) 600-0134

September 17, 2015

Via: Email transmission, sales@sterlingwatertech.com

Sterling Water Technologies LLC
Attn: Mr. Donald C. Helwig, V.P./CFO
P.O. Box 602
Columbia, TN 38402-0602

Subject: Notice of Award
ITB No. 2015-293, Chemicals for Water Treatment/Water Reclamation Facilities

Dear Mr. Helwig:

The Stuart City Commission awarded ITB No. 2015-293, Chemicals for Water Treatment/Water Reclamation Facilities, to your firm on Monday, September 14, 2015, in the amount of **\$5,569.98**. Please consider this your formal notice of award. The City of Stuart requests that you provide all necessary insurance requirements within 10 days (September 27, 2015) as listed below:

A "Certificate of Insurance" which reflects all types and levels of coverage as noted in the Request for Proposal. The insurance certificate must also have printed in the "Remarks" box, words to the effect: "**The City of Stuart is an additional insured**". The City requests that the insurance certificate lists the **project number and the project name**, ITB No. 2015-293, Chemicals for Water Treatment/Water Reclamation Facilities.

Orders from the City of Stuart will be placed throughout the contract period through the issuance of a Blanket Purchase Order, which will serve as your contract and notice to proceed, upon receipt of required documents. All services shall be coordinated with the City Project Manager, Mike Woodside at 772-288-5343 ext. 5444.

The initial contract period will be for one year, effective October 1, 2015 through September 30, 2016, with two one-year renewal options. The City reserves the right to exercise the option to renew annually, if mutually agreed upon in writing by both parties subject to the same terms and conditions of the original agreement. Annual renewals shall be subject to the appropriation of funds, vendor's satisfactory performance and determination that the contract renewal is in the best interest of the City.

The City of Stuart looks forward to a mutually beneficial business relationship. If you have any questions, please feel free to contact me by email at purchasing@ci.stuart.fl.us or call me at (772) 288-5320.

Sincerely yours,

Lenora Darden
Procurement Manager

Cc: Dave Peters, Assistant Public Works Director
Mike Woodside, Team Leader II
2015-293 ITB File



City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994
Department of Financial Services

COPY

Lenora Darden
Procurement Manager

Procurement & Contracting Services Division
772.288.5320 PHONE

772.600.0134 FAX
purchasing@ci.stuart.fl.us

INVITATION TO BID

FOR: CHEMICALS: WATER TREATMENT/WATER RECLAMATION FACILITY

DATE: June 22, 2015

DEPT: Public Works

BID NUMBER: 2015-293

THIS IS NOT AN ORDER

Bids will be opened and publicly read aloud at City Hall, 121 S.W. Flagler Ave., Stuart, FL at 2:30 pm on Wednesday, the 29th day of July, 2015. Bids must be SUBMITTED ON THE desired.

Please attach this completed form as the top sheet for all bids submitted. Bid bonds, if required, may be in the form of a Surety Bond, Cashier's Check or Certified Check (checks payable to The City of Stuart).

Bidder's Name Donald C. Helwig, Vice President/CFO
Company Name Sterling Water Technologies
Street Address P.O. Box 602
City, State, Zip Columbia, TN 38402-0602

Total Amount of Bid \$ 41,282.31

It is the intent and purpose of the City of Stuart that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Procurement Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Procurement Division not later than ten (10) days prior to the bid opening date.

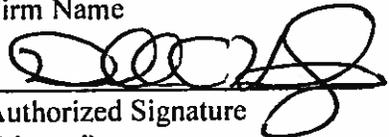
Hand Deliver Mail/Express Bids to:
Stuart City Hall
Procurement & Contracting Services Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

A1 INSTRUCTIONS TO BIDDER

- A1.1 Each bidder shall furnish the information required on the bid schedule and each accompanying sheet thereof on which he makes an entry. Offers submitted on any other format are subject to disqualification.
- A1.2 All bids must be submitted in a sealed envelope plainly marked on the outside with the invitation to bid number, date and time of opening.**
- A1.3 All Bids Must Be Submitted in Triplicate. This includes specifically the bid cover page, the bid signature section (A2), any section on which annotations are required or exceptions are taken, the bid schedule (F), and any supporting documentation or literature being submitted with your bid.**
- A1.4 It is the bidder's responsibility to assure that Bids are received in the City of Stuart Procurement & Contracting Services Office, 121 SW Flagler Avenue, Stuart, Florida 34994, not later than **2:30 p.m., on the day and date shown above**. Any received after this date and time will not be accepted or considered, and will be returned unopened to the bidder. No telegraphic or facsimile offers will be considered.
- A1.5 Bids will be publicly opened and read aloud in the 1st Floor Conference Room at City Hall on the above appointed date at 2:30 p.m. or as soon as possible thereafter.
- A1.6 Bids may not be withdrawn for a period of 30 days after the public opening date.
- A1.7 Bidder's attention is specifically called to the terms and conditions of this solicitation.
- A1.8 Please check your prices before submitting your bid, as no change in prices will be allowed after the opening. All prices and notations must be in ink or typewritten. Be sure your bid is signed.
- A1.9 All items quoted must be in compliance with the specifications. Alternate bids will not be considered unless they are specifically called for in this solicitation.
- A1.10 Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the invitation to bid, selection or award recommendation shall file such protest in writing to the Stuart City Manager with a copy to the City Procurement & Contracting Services Manager.
- A1.11 Questions relative to interpretation of specifications or the solicitation process shall be addressed to the Purchasing Agent, in writing, in ample time before the period set for the receipt of bids. Any interpretations, clarifications or changes made will be in the form of written addenda issued by the Procurement Office. Oral answers will not be authoritative.
- A1.12 It will be the responsibility of the bidder to contact the Procurement Office prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with their bid. **The Procurement & Contracting Services Office is located at 121 SW Flagler Avenue, Stuart, Florida 34994, telephone # (772) 288-5320, Fax (772) 600-0134, and email purchasing@ci.stuart.fl.us.**

A2 BID SIGNATURE SECTION

- A2.1 This sheet must be signed by a person authorized to sign for your firm and returned with your bid. Failure to comply will result in disqualification of submittal.
- A2.2 Delivery shall be a factor in award. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.
- A2.3 Section Not Used
- A2.4 The City reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its sole judgment best serves the interest of the City. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or be borne by the City.
- A2.5 Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.
- A2.6 The City may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.
- A2.7 Bidders are requested not to contact the City Commission, requesting/evaluating Departments or Divisions after bids are opened. Any questions from bidders or evaluating Departments or Divisions will be answered through the Procurement Division.
- A2.8 If not bidding any or all items, please so state.
- A2.9 Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.
- A2.10 Failure to comply with these instructions may result in disqualification of your bid.**

<u>Sterling Water Technologies LLC</u>	<u>7/24/15</u>	<u>sales@sterlingwatertech.com</u>
Firm Name	Date	Email Address
	<u>931-540-1334 (order entry: 800-426-2428)</u>	
Authorized Signature (Manual)	Telephone Number	

<u>Donald C. Helwig, Vice President/</u>	<u>931-540-1338</u>
Name/Title (Please Print) CFO	Facsimile Number

Any questions regarding this Invitation to Bid should be addressed to the Procurement & Contracting Services Office, City of Stuart, Florida. Contact Purchasing: Email: purchasing@ci.stuart.fl.us, and Fax # (772) 600-0134.

B. GENERAL PROVISIONS

- B1. Payment/Invoicing:** No payment will be made for materials ordered without proper purchase order authorization. Payment cannot be made until materials, goods or services have been received and accepted by the City in the quality and quantity ordered. Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order Number referenced thereon and mailed to: Financial Services Department, 121 S.W. Flagler Avenue, Stuart, FL 34994. Payment in advance of receipt of goods or services by the City of Stuart cannot be made.
- B2. Purchasing Card Program:**
- A. Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Bidder(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI).
 - B. Bidders are requested to acknowledge acceptance of purchasing VISA card on the Bid Schedule. In the event of failure on the part of the Bidder to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.
 - C. The City of Stuart offers bidders who commit to accepting the Purchasing Card as payment, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the original bid price.
- B3. Fund Availability:** Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available.
- B4. Permits/Licenses/Fees:** Any permits, licenses or fees required will be the responsibility of the successful bidder, no separate payment will be made. Adherence to all applicable code regulations (Federal, State, County, City), are the responsibility of the successful bidder. Confined space permit may be required from the City of Stuart. Please see Section B23. **Safety Standards.**
- B5. Taxes:** The City of Stuart does not pay Federal excise or State sales taxes. Our tax exemption number is 85-8012740159C-6.
- B6. Warranty:** The bidder shall state the warranty offered against defective workmanship and material, if required, as specified in Section C-Special Provisions.
- B7. Independent Pricing:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other offeror or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.
 - B. Unless otherwise required by law, the prices, which have been quoted in this bid, have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any offeror or to any competitor.
 - C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or to not submit a bid for the purpose of restricting competition, or in any other way influencing the competitive arena.
- B8. **Inspection/Acceptance Title:** Inspection and acceptance will be at the City of Stuart's ordering department/division unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the vendor until accepted by the using department of the City, unless loss or damage results from negligence by the City or it's using Department.
- B9. **Changes:** the City of Stuart reserves the right to order, in writing, changes in the work within the scope of the contract such as change in quantity or delivery schedule. The contractor has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor.
- B10. **Liability:** The vendor shall act as an independent contractor and not as an employee of the City of Stuart. The successful bidder is required to indemnify, defend, and hold and save harmless the City, its officers, agents, and employees, from damages arising from the vendor's performance of, or failure to perform, any task or duty required to be performed by the vendor.
- B11. **Conflict of Interest:** All offerors must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the City of Stuart. Further, all bidders must disclose the name of any City officer or employee who owns, directly or indirectly an interest of ten percent (10%) or more of the bidder's firm or any of its branches.
- B12. **Termination for Convenience:** The City of Stuart reserves the right to terminate the Agreement in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination notice from the City, the vendor shall only provide those services specifically approved or directed by the City. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City of Stuart shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the vendor.

Upon termination, vendor shall bill the City of Stuart for all amounts not previously billed and due the vendor at that time. The vendor shall not be entitled to a professional fee nor to expenses for any work commenced or expenses incurred after the vendor received the notice of termination, unless specifically approved or requested by the City. The vendor shall however, be entitled to payment for services commenced and approved by the City prior to the receipt of notice, or with the express written consent of the City, prior to the effective date of termination.

- B13. **Termination for Default:** The performance of the Agreement may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Agreement.
- B14. **Venue:** Any contractual arrangement between the City of Stuart and the vendor shall be consistent with, and be governed by, the ordinances of Martin County, the City of Stuart, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Martin County, Florida.
- B15. **Contract Modifications:** In addition to changes made under the changes clause, any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the City of Stuart.
- B16. **The Contract:** Notice of award by the City of Stuart will constitute acceptance of the Bid. This bid package, including all terms, conditions and specifications, signed by the successful bidder along with the documentation included in the bidders submittal as required by this Invitation to Bid and other additional materials submitted by the bidder and accepted by the City shall constitute the contract. After notice of award, a valid certificate of insurance shall be issued to the City within 10 days. A purchase order will serve at the contract with an effective date of October 1, 2015.
- B17. **Force Majeure:** Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without the fault or negligence of the party. The delivery schedule, if applicable, shall be extended by a period of time equal to the time lost due to such delay.
- B18. **Proposal as Public Domain:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The bid will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise restricted"**

- B19. **Equal Opportunity:** The City of Stuart recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. The City requests minority and women owned business enterprises submit evidence of certification with submittals.
- B20. **Assignment & Subcontracting:** The successful bidder will not be permitted to assign its contract with the City, or to subcontract any of the work requirements to be performed without obtaining prior written approval of the City of Stuart.
- B21. **Insurance:** The contractor shall, during the entire period of performance of any contract resulting from this solicitation, procure and maintain at least the minimum types of insurance as stipulated in the insurance attachment to this solicitation. Proof of such insurance must be provided to the City prior to beginning any contract performance.
- B22. **Additional Terms and Conditions:** No additional terms and conditions included with the bid response shall be evaluated or considered; any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bid signature section attests to this.
- B23. **Safety Standards:** All contractors and sub-contractors shall adhere to all Federal, State, County and City safety regulations and requirements. The City of Stuart safety manual is available for use by any vendor contracted to provide services, supplies and/or equipment to the City of Stuart.
- B24. **Public Entity Crimes:** Pursuant to the requirements of Section 287, Florida Statutes, all vendors are subject to those provisions pertaining to Public Entity Crimes and the Convicted Vendor List.
- B25. **Public Records:** In compliance with F.S. 119.0701 the Professional shall:
- A. Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.
 - B. Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - C. Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Professional upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."
- F. If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

C. SPECIAL PROVISIONS

- C1. **Intent:** The City of Stuart is seeking qualified and experienced vendors to furnish and deliver the specified chemicals on an "as needed" basis, in full accordance with the specifications, terms, and conditions contained in this Invitation to Bid (ITB).
- C2. **Minimum Requirements:** The bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the bid being considered non-responsive.
 - A. Bidders are to provide a minimum of three (3) satisfactory references within the past five (5) years of similar accounts and size on the City provided form. Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being obtained or considered.
 - B. Bidder must be an authorized agent, dealer, seller, or distributor for the sale and distribution of product.
 - C. Completion and submission of Questionnaire attached herein.
- C3. **References:** As part of the evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.
- C4. **Qualification of Bidders:** This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the work specified. Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service. Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance of not less than five (5) years, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded an Agreement under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practice in the industry and as solely determined by the City.

- C5. **Quality:** The City will make the sole determination as to the suitability of goods when quality is a question or concern.
- C6. **Minimum Payment Terms:** Minimum payment terms shall be Net 30 days.
- C7. **F.O.B. Point:** F.O.B. point is **destination** for all deliveries. (See Section E5).
- C8. **Firm Prices:** The prices offered shall remain firm for the period of any agreement reached as a result of this invitation to bid.
- C9. **Other Entity Use:** The successful bidder(s) may be requested to convey their bid prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.
- C10. **Silence of Specifications:** The apparent silence of these specifications and any addenda hereto, as to any details; or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that the service provided shall be complete and without additional requirement to the utilizing public entity. All interpretations of these specifications shall be made upon the basis of this statement.
- C11. **Attachments:** There are five (5) attachments to this Invitation to Bid. The successful bidder must comply with attachments as follows:

- Attachment A Insurance Requirements ~Proof of ability to obtain insurance to be submitted with bid document.
- Attachment B Qualifications/Experience of Bidder
- Attachment C References
- Attachment D Bidder's Checklist
- Attachment E Statement of No Bid

D. AWARD OR REJECTION OF BIDS

D1. **Award of Contract:** The City of Stuart intends to award to the most responsive responsible bidder with the lowest bid. The purchase order will serve as the notice to proceed.

D2. Method of Award:

A. The City intends to award this bid on an item by item basis to a Primary bidder. Award of the primary will be determined in order of responsiveness, delivery, acceptance of purchasing card program, materials and service proposed, along with bidder's qualifications, adequate organization, and personnel to ensure prompt and efficient performance of work to the City. After the bid has been awarded, the Primary bidder will be used in every instance of ordering products as long as their firm is capable of delivering the product/material in question within the time specified in this bid. If the Primary bidder is not able to deliver the product in

question within the specified time, the City reserves the right to contact the secondary bidder with the subsequent lowest responsive responsible bid accordingly.

- B. Bidders are required to bid all items in Section E9, Technical Specifications and Bid Form to be considered. Bidder should not reference the words "No charge, N/A, included, etc." on any of the line items. Vendor must identify a monetary amount for each line item. If vendor is not providing a bid price for an item, zero (0) must be designated on that line item. Failure to identify a monetary amount for each item may cause bidder's bid response to be considered non-responsive and rejected.
- D3. **Modifications:** This bid shall be awarded only to a responsive and responsible bidder. Bidder hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the bidder will result in Bidder's response being found non-responsive and thereby disqualified.
- D4. **Best Prices:** Award will be made without further negotiation based upon competitive bids; therefore your best price should be submitted in response to this invitation to bid.
- D5. **Rejection of Bids:** The City of Stuart reserves the right to reject any or all bids with or without cause when such rejection is in the best interests of the City, at the City's sole determination. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or whom investigation shows is not in a position to perform the contract.
- D6. **Determining Responsibility:** In determining responsibility, the following qualifications will be considered by the Procurement & Contracting Services Manager:
- A. The bidder's ability, capacity and skill to perform the contract or provide the service within the time specified.
 - B. The reputation, judgment and experience of the bidder.
 - C. The quality of performance of previous contracts or services including previous performance with the City.
 - D. Previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
 - E. Financial resources of the bidder to perform the contract or provide the service.
 - F. Ability to provide future maintenance and service for the use of the subject of the contract.
 - G. Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.

D7. **Contract Terms:** At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

A. **Contract Period:** This contract shall be awarded for an initial term of one (1) year subsequent to approval by the City Commission effective October 1, 2015. The contract may be renewed for two (2) additional one year periods provided both the successful bidder and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful bidder. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties.

B. **Option to Extend:** The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the City. Any price increases must be justified, documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

C. **Contract Amendment:** The City may require additional items of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

D. **Non Exclusive Contract:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

D8. **Method of Ordering:** A blanket purchase order shall be issued for the term of the award. The department(s) will order requirement(s) on an "as needed" basis. All terms, conditions and prices of the bid are applicable. Only awarded bid items may be purchased. Vendor is to take all necessary steps to insure this requirement. Invoices must reference Purchase Order.

D9. **Quantities:** The quantities specified are based on annual estimates. The City of Stuart

makes no guarantee regarding the quantity to be purchased and reserves the right to increase or decrease the total quantities, as necessary, to meet actual requirements.

- D10. **Performance:** The City heavily monitors the quality and performance of work performed and/or supplies furnished by the awarded vendor for future consideration and/or reference purposes. The City may return, for full credit, any item(s) received which fail to meet the City's performance standards.

E. SCOPE OF SERVICE

E1. General Information:

- A. The purpose of this bid is to purchase the specified chemicals on an "as needed" basis delivered to designated City of Stuart locations. Chemicals will be ordered on an "as needed" basis for the term of the agreement.
- B. Contract shall allow for all labor, materials, supplies, transportation, services and related services to supply chemicals to the City's Water and Water Reclamation Facilities on an "as needed" basis.

- E2. **Material Safety Data Sheet and Certificate of Analysis:** : In compliance with Florida's Occupational Safety and Health Statute (Chapter 442) any commodity delivery as a result of this bid must be accompanied by a current MSDS and Certificate of Analysis (COA) with bid package submittal and with each receipt of order.

Note: It is incumbent upon all bidders to include information sufficient in detail to allow for an informed decision process.

E3. Codes & Regulations: Goods must be in accordance with the following:

- National Science Foundation (NSF)
- American Water Works Association(AWWA)
- Conformance with any other applicable local codes and standards

E4. Contractor Responsibility:

- A. The bidder shall be responsible for the protection of property in the areas appointed for delivery against spills. Contractor is responsible for clean-up of any spills.
- B. It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or Act of God that the municipal government, through the City of Stuart, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety.

E5. Delivery Requirements:

- A. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims). The successful bidder shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery points will be indicated on the purchase order. All bid prices shall be delivered price. The City will not be responsible for separate delivery fees.
- B. Delivery is requested within 72 hours after receipt of purchase order. Delivery coordination shall be made in advance with the City's Project Manager. No deliveries will be accepted before 7:00am or after 3:00pm. Back-orders shall be made known to the City at time of order placement. Failure to supply deliveries within requested time period may result in contract cancellation. Delivery locations are as specified below.
- C. The product shall be delivered on site to two (2) locations:
- Water Treatment Plant: 1002 Palm Beach Road, Stuart, Florida 34994
 - Water Reclamation Facility: 301 SE Stypmann Boulevard, Stuart, Florida 34994

E6. Quality Assurance & Returned Goods: All material shall conform to Florida Department of Transportation Standard Specifications latest edition. The successful bidder upon receipt of a purchase order shall assure the product conveyed is of the correct quantity and meets all specifications of the bid, purchase order and order release. Material, which does not meet bid and purchase order specifications and requirements, including quality standards, shall be subject to return to the vendor, at the expense of the vendor.

E7. Alternate/Exceptions: The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items requested. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore; exceptions must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that does not meet City specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time, the Bidder will be required to compensate the City for the difference in price entailed in going to the next qualified bidder. Bidders offering equivalent items must meet the general design and style given for the "as specified" item.

E8. Technical Specifications: The intent of this solicitation is to receive bids for the product specified. The materials specified cannot be substituted with any other materials. City of Stuart personnel shall make all determinations of equipment equivalence and compliance with specifications. Those determinations shall be final. These specifications are based on a particular level of performance required to be responsive to this ITB. Determination of whether an alternate product be offered, a detailed description of specifications **must** be submitted and included with your bid. Failure to comply will result in disqualification of

the bid submittal as non-responsive. Vendors will describe how they comply when asked to specify their compliance.

Technical Specifications					
Item No.	Chemical Description	Physical Data	Individual Shipment Quantities	Compliance	Used at WTP WWTP
1	Liquid Sodium Hypochlorite	<p>Density 1.10 – 1.30, SpG (10%) 1.163, (12%) 1.202</p> <p>Color: liquid=green-yellow</p> <p>Minimum strength of 120 grams per liter (12 trade percent by volume)</p> <p>Contaminant concentration limits:</p> <p>Iron < 0.3 mg/L Copper < 0.3 mg/L</p> <p>Nickel: < 0.3 mg/L Chlorate: < 2,500 mg/L</p> <p>Bromate < 20 mg/L Perchlorate ≤ 20 mg/L</p> <p>Suspended Solids Test Time < 3 minutes</p> <p>The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1,000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method co-developed by Dr. Bernard Bubnis of NovaChem.</p>	5,000 gallon combined deliveries, Tanker Truck	Yes <input type="checkbox"/> No <input type="checkbox"/>	WTP WWTP
2	Anhydrous Ammonia	<p>SpG 0.62 @ 60 F, pH+ 11.6 (1 N sol. in water) % volatile by volume: 100</p> <p>Solubility in water: 33% @ 68F</p> <p>Vapor density: 0.6 @ 32 F</p> <p>Metallurgical Grade Anhydrous Ammonia</p>	City owns a 1,000 gal tank, The average delivery size is 600 gals/3,000 lbs	Yes <input type="checkbox"/> No <input type="checkbox"/>	WTP
3	Hydrofluosilicic Acid	<p>23 – 25% AWWA Standard B703-06</p> <p>No more than 0.020% heavy Metals (Mercury, Lead, Bismuth, and Copper expressed as Lead)</p>	300 gallon deliveries, Tanker Truck	Yes <input type="checkbox"/> No <input type="checkbox"/>	WTP
4	Quicklime (Pebble Lime) *Florida Lime is Not Acceptable	<p>Not less than 92% available CaO</p> <p>SpG = 3.3, pH 11.7 – 12.5</p> <p>Slaking rate: 100g in 400g of water shall increase temperature from 25C to 72C in three minutes</p> <p>Size: 1/8" x 3/8" (maximum of 10% passing a 1/8" screen & nothing retained on 1/2" screen)</p>	25 ton deliveries, Tanker Truck with pneumatic unloading capability	Yes <input type="checkbox"/> No <input type="checkbox"/>	WTP

5	Hydrochloric Acid 31.45% (muriatic acid)	20 Baume, 31.45% active ingredients 68.55% inert	55 gallon drums, Flat-bed Truck (20 drums)	Yes <input type="checkbox"/> No <input type="checkbox"/>	WTP
6	Sodium Hexametphosphate	Contain not less than 60% phosphorus pentoxide, 26.2 phosphorus, or 80.4% phosphate on an as-is basis, pH of 1% solution 5.7 – 7.3 The typical order size will be one (1) pallet of 50 bags (50 lbs each).	50 pound multi-walled, moisture proof bags, Enclosed Truck with lift-gate	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	WTP
7	Anionic Dry Polymer with a 30 positive charge	FBS 730	50 pound multi-walled, moisture proof bags, Enclosed Truck with lift-gate 500 lbs per order	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	WTP
8	Cationic Liquid Polymer	FBS 7602 The cationic liquid polymer at the Water Reclamation Facility is used for sludge dewatering with a belt press, price per gallon sold in 55 gallon containers @ 42% active content	55 gallon drums, Flat-bed Truck with lift-gate	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	WWTP
9	Liquid Ferric Sulfate	The liquid Ferric Sulfate shall conform to all applicable AWWA/ANSI standards, latest revisions, including ANSI/AWWA Standard B406 or the latest revision; "Standard for Ferric Sulfate". The liquid ferric sulfate shall be supplied as aqueous solution containing nor less than 12.5% ferric iron and contain no more than 0.1% ferrous iron, all soluble, which is approved for potable water treatment.	275 gallon semi-bulk tote bins Flat-bed Truck with lift-gate	Yes <input type="checkbox"/> No <input type="checkbox"/>	WTP
10	Liquid Ferric Chloride	The liquid Ferric Chloride shall conform to all applicable AWWA/ANSI standards, latest revisions including ANSI/AWWA Standard 60 certified for use in potable water treatment.	275 gallon semi-bulk tote bins Flat-bed Truck with lift-gate	Yes <input type="checkbox"/> No <input type="checkbox"/>	WTP

F. **BID SCHEDULE:** In accordance with the terms, conditions and specifications, the undersigned bidder hereby submits the following prices for supplying The City of Stuart with the goods and/or services called for in Bid #2015-293.

Item No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Annual Price
1	12% Sodium Hypochlorite, liquid or <i>a minimum</i>	120,000	GAL	\$ No Bid	\$ No Bid
2	Ammonia (NH3)	18,250 LB	GAL	\$ No Bid	\$ No Bid
3	Fluoride	3,000	GAL	\$ No Bid	\$ No Bid
4	Pebble Lime (CaO) (Quick Lime)	560	TON	\$ No Bid	\$ No Bid
5	Hydrochloric Acid 31.45%	1,100	GAL	\$ No Bid	\$ No Bid
6	Sodium Hexametaphosphate	19,000	LB	\$ 1.0584	\$20,109.60
7	Polymer, anionic-granular	2,600	LB	\$ 2.1423	\$5,569.98
8	Polymer, cationic liquid	1,430	GAL	\$ 10.911	\$15,602.73
9	Liquid Ferric Sulfate	18,000	GAL	\$ No Bid	\$ No Bid
10	Liquid Ferric Chloride	10,000	GAL	\$ No Bid	\$ No Bid
Item(s) #: <u>6,7,8</u> - Overall Total for all items that apply					\$ 41,282.31
<p>Is Bidder offering the above product as specified? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If No, bidder is to indicate their equivalent below and attach product literature.</p> <p>Item #: <u>7</u> Product <u>Magnafloc LT27AG</u> Item #: _____ Product _____</p> <p>Item #: <u>8</u> Product <u>Zetag 8816</u> Item #: _____ Product _____</p>					
<p>F.O.B. Destination: # <u>5</u> ^{days} bus hours for Delivery after receipt of order (ARO)</p>					

Company Name: Sterling Water Technologies LLC Date: 7/24/15

Preferred method of payment is by the City Purchasing Card (VISA). **DO YOU ACCEPT THE PURCHASING CARD (VISA)?** Yes No

If you are not the successful bidder awarded as primary provider, would you accept serving as the secondary (backup) provider, with the same terms as conditions as your bid? Yes No

All Prices will remain firm for a period of forty-five (45) days from the date of Bid opening.

The City of Stuart offers bidders who commit to accepting the Purchasing Card, noted above in the Bid Schedule as payment method, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the originally bid price.

The undersigned bidder hereby certifies that the invitation to bid has not been altered in any manner; and that bidder has received all the Addenda listed below and has incorporated them into his Bid listed herein. Failure to acknowledge the above requirements will render the bid non-responsive and no further evaluation of the bid will occur.

ACKNOWLEDGEMENT IS HEREBY MADE OF RECEIPT OF ADDENDA ISSUED DURING THE SOLICITATION PERIOD:

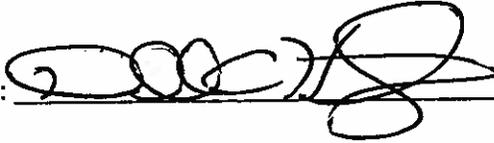
ADDENDUM # N/A THROUGH ADDENDA # _____

Company Name: Sterling Water Technologies LLC Date: 7/24/15

Name of individual submitting Bid: Donald C. Helwig, Vice President/CFO

Email address: sales@sterlingwatertech.com Ph: 931-540-1334

AUTHORIZED SIGNATURE: _____



ATTACHMENT A

INSURANCE REQUIREMENTS

The successful bidder shall not commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful bidder allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

Proof of the following insurance will be furnished by the successful bidder by Certificate of Insurance, which names the bidder, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A: VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

All contractors including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

1. Commercial General Liability including Bodily Injury/Property Damage, Personal & Advertising Injury and Products/Completed Operations coverage for at least \$5,000,000 Limit per claim. Products Liability shall extend coverage for pollution conditions that arise from chemicals manufactured, sold or distributed. The City shall be included as Additional Insured and policy shall contain a waiver of subrogation rights endorsement and coverage should respond as primary. If the policy is written on a claims made basis, the retroactive date shall be prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in the retroactive date, the distributor shall purchase an extended reporting period rider during the life of the agreement of not less than 3 years.
2. Pollution Liability and Remediation Legal Liability coverage for at least \$5,000,000 Limit per claim. This shall provide coverage for loss, remediation expense and legal defense expense for sudden and gradual pollution conditions. The City shall be included as Additional Insured, policy shall contain a waiver of subrogation rights endorsement and coverage should respond as primary. If the policy is written on a claims made basis, the retroactive date shall be prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in the retroactive date, the distributor shall purchase an extended reporting period rider during the life of the agreement of not less than 3 years.

3. Commercial Auto Liability with limit of at least \$1,000,000 per occurrence which provides coverage for any auto (owned, hired and non-owned) and shall not contain any exclusion for pollution legal liability as respects the transportation, loading and unloading of chemicals. The City shall be included as Additional Insured and the policy should contain a waiver of subrogation rights endorsement.
4. Worker's Compensation Insurance: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance with limits equal to Florida Statutory requirements. Employers liability must include limits of at least \$1,000,000 each accident, \$1,000,000 each disease/employee, \$1,000,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers Compensation Statute, proof of appropriate Federal Act Coverage must be provided.
5. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
6. Certificates of Insurance: The Contractor **upon notice of award** will furnish Certificate of Insurance Form within ten (10) days. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Manager. This certificate shall be dated and show:
 - (a) The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
 - (b) Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - (c) City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.

NOTE: The City can decrease or increase these limits, depending on the project, at its sole discretion. Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Manager.

ATTACHMENT B
QUALIFICATION OF BIDDERS INFORMATION/QUESTIONNAIRE

THIS IS A FILLABLE FORM

Part A - Qualifications Questionnaire

Information provided shall fully explain the firm's qualifications and experience of their Organization to provide chemicals for the City as stated below: **(Bidders may attach additional sheets, if necessary).**

Provide supporting documentation that Bidder is an authorized agent, dealer, seller, or distributor for the sale and distribution of product. Is supporting documentation included?

Yes No

Part B - Other Information

1. Contractor to provide details of uniform and identification worn by employees.
Driver's CDL License
2. Provide office hours and contact information of staff responsible for coordination of services.
Monday through Friday basis from (7:00 a.m. through 3:00 p.m.)
Monday - Friday 8:30 AM - 5:00 PM Central Time Zond
3. Please provide 24-hour Emergency Contact Information if different than above:
CHEMTREC: 1-800-424-9300
4. Number of year's organization has been in business. 30
5. Have you any similar work in progress at this time? Yes No
6. Submission of quality control program: Yes No
7. Submission of Safety program: Yes No

Company Name Sterling Water Technologies LLC

ATTACHMENT C

REFERENCES

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 REFERENCE

Company/Entity Name: CITY OF OKLAHOMA CITY
Address Lake Draper Water Plant, 13700 S. Draper Blvd.
City Oklahoma City , State OK Zip Code 73165
Contact Name: Jim Crawford Title: Plant Manager
Phone No:(405) 297 - 1555 Fax:(405) 799 -3841
Email: jim.crawford@okc.gov
Delivery Date: ongoing Location Water Plant
Type of Product Supplied Corrosion Control
Governmental or Private Govt Dollar Value of Contract \$ > 200,000

#2 REFERENCES

Company/Entity Name: GOLETA WATER DISTRICT
Address 4699 Hollister Ave.
City Goleta , State CA Zip Code 93110
Contact Name: Chris Borges Title: Chief Operator
Phone No:(805) 964 - 6761 Fax:(805) 964 - 7002
Email: cborges@goletawater.com
Delivery Date: ongoing Location Water Plant
Type of Product Supplied Water Treatment Polymers
Governmental or Private Govt Dollar Value of Contract \$ < 10K

#3 REFERENCES

Company/Entity Name: FAYETTE COUNTY
Address 140 Stonewall Avenue, Ste. 204
City Fayetteville , State GA Zip Code 30214
Contact Name: Trina Barwicks Title: Contract Administrator
Phone No:(770) 305 - 5314 Fax:(770) 719 - 5515 Email:tbarwicks@fayettecountygga.gov
Delivery Date: July 2015 Location Water Plant
Type of Product Supplied Corrosion Control
Governmental or Private Govt Dollar Value of Contract \$ > 12K

Company Name Sterling Water Technologies LLC

ATTACHMENT D

BIDDERS CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Is Bid envelope marked accordingly?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is Invitation to Bid cover page (page 1) completed, signed and attached?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is copy of bidder's valid Business Tax Receipt submitted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is Bid Schedule Form completed, signed and attached?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is safety report and Quality program included?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is bid submitted in triplicate (one original, two copies) ?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Bidder must submit proof that their firm name is registered. with their State of origin	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is proof of insurance included?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is minimum Qualification of Bidders/Questionnaire information included?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is Reference Form completed and enclosed?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is MSDS or COA submitted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Are addendum (if any issued) signed and submitted? N/A	Yes <input type="checkbox"/> No <input type="checkbox"/>
Submit a copy of all Licenses, Certificates, or Registrations, held by Bidder	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is W-9 Form completed, signed and attached?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Company Name Sterling Water Technologies LLC

ATTACHMENT E

STATEMENT OF "NO BID"

If you do not intend to bid on this requirement, please complete and return this form prior to date shown for receipt of bids to: The City of Stuart Procurement & Contracting Services Office, 121 S.W. Flagler Avenue, Stuart, Florida 34994.

We have declined to bid on this solicitation for the following reasons.

- Specifications too "restrictive", i.e., geared toward one brand or manufacturer (please explain below)
- Insufficient time to respond to Invitation to Bid.
- We do not offer this product or equivalent.
- Our project schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet bond requirements.
- Specifications unclear (please explain below).
- Other (please specify below).

REMARKS: _____

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF STUART FOR FUTURE PROJECTS.

Typed Name and Title _____

Company Name _____

Address _____

Signature

Title

Telephone Number _____

Date _____



Certificate of Registration

Issued Pursuant to Chapter 212, Florida Statutes

Registration Number	0000000000
Registration Effective Date	

This certifies that

STERLING WATER TECHNOLOGIES LLC
14 W 7TH ST SUITE 3000
GOLDENVALE NY 11742-1114

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

POST THIS CERTIFICATE IN A CONSPICUOUS PLACE

01/20/12
A 10712

STERLING WATER TECHNOLOGIES LLC
ATTN: RICHIE DAWPDS
3045 STEVENS RD
CROWDON PA 19021-0962

Business Product Number
0001422
Use this number when e-filed
to obtain the document number for
resale purposes.

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 05/01/07
REQUEST NUMBER: 6047-2257
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 04/30/07 0904
EFFECTIVE DATE/TIME: 04/30/07 0904
CONTROL NUMBER: 0547711

TO:
CORPORATION GUARANTEE AND TRUST COMPANY
3331 ST ROAD STE 110
TWO GREENWOOD SQUARE
BENSALEM, PA 19020

RE:
STERLING WATER TECHNOLOGIES LLC
APPLICATION FOR CERTIFICATE OF AUTHORITY -
LIMITED LIABILITY COMPANY

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED LIMITED LIABILITY COMPANY
CERTIFICATE OF AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED
ABOVE.

A LIMITED LIABILITY COMPANY ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF
STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE
LIMITED LIABILITY COMPANY'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN
ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH WRITTEN NOTIFICATION. THIS OFFICE
WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE LIMITED
LIABILITY COMPANY AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING
ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO
MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE LIMITED LIABILITY
COMPANY TO ADMINISTRATIVE REVOCATION OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE
REFER TO THE LIMITED LIABILITY COMPANY CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -
LIMITED LIABILITY COMPANY

ON DATE: 05/01/07

FROM:
CORPORATION GUARANTEE AND TRUST CO/3331
3331 STREET ROAD
SUITE 110
BENSALEM, PA 19020-0000

RECEIVED: FEES \$300.00 \$0.00
TOTAL PAYMENT RECEIVED: \$300.00

RECEIPT NUMBER: 00004169081
ACCOUNT NUMBER: 00362848



SS-4458

Riley C. Darnell

RILEY C. DARNEILL
SECRETARY OF STATE

State of Tennessee



Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR
CERTIFICATE OF AUTHORITY
(Limited Liability Company)
(For use on and after 1/1/2006)

For Office Use Only

RECEIVED
STATE OF TENNESSEE
2007 APR 30 AM 9:08
RILEY DANIELL
SECRETARY OF STATE

6047.2257

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of §48-249-904 of the Tennessee Revised Limited Liability Company Act, the undersigned hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the Limited Liability Company is: STERLING WATER TECHNOLOGIES LLC

If different, the name under which the certificate of authority is to be obtained is: _____

NOTE: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign Limited Liability Company if its name does not comply with the requirements of § 48-249-106 of the Tennessee Revised Limited Liability Company Act. If obtaining a certificate of authority under an assumed Limited Liability Company name, an application must be filed pursuant to § 48-249-106(d).

2. The state or country under whose law it is formed is: Pennsylvania

and its date of its formation is: March 20, 2007 (must be month, day and year)

3. The complete street address (including zip code) of its principal executive office is:

180 Canal Road, Fairless Hills, PA 19030
Street City/State Zip Code

4. The complete street address (including the county and the zip code) of its registered office in Tennessee:

315 Deaderick Street, Suite 1100, Nashville, Davidson, TN 37238
Street City/State County Zip Code

The name of its registered agent at that office is: Joseph Martin, Jr.

5. If the provisions of TCA §48-249-309(i) (relating to foreign series LLCs) apply, then the information required by that section should be attached as part of this document.

6. The number of members at the date of filing if more than six (6): one

7. If the limited liability company commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) _____

NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of the Limited Liability Company records in the state or country under whose law it is organized. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.

4/6/2007
Signature Date

TREASURER
Signer's Capacity

STERLING WATER TECHNOLOGIES LLC
Name of Limited Liability Company

[Signature]
Signature

DONALD C HEWIG
Name (typed or printed)



**ICL Performance
Products LP**

Material Safety Data Sheet



RESPONSIBLE CARE®
OUR COMMITMENT TO SUSTAINABILITY

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

Identification

Product Name Sodium Hexametaphosphate (SHMP)
Reference Number AST10053
Date February 1, 2012
Synonyms: Glass H, Hexaphos, Sodaphos, SHMP; glassy Sodium Phosphate; Sodium Polyphosphate, glassy; Metaphosphoric Acid, Sodium Salt; P60; Graham's Salt.

Use of the substance or preparation

Food Ingredient

Company Information:

ICL PERFORMANCE PRODUCTS LP
622 Emerson Road - Suite 500
St. Louis, Missouri 63141

Emergency telephone: In USA call CHEMTREC: 1 800 424 9300

Outside the USA, including ships at sea, call CHEMTREC's international and maritime telephone number (collect calls accepted): +1 (703) 527-3887

In Canada call CANUTEC: 1 613 996 6666

General Information: +1 800 244 6169 (Worldwide)

2. COMPOSITION/INFORMATION ON INGREDIENTS

Composition

<u>Substance</u>	<u>CAS No</u>	<u>EINECS No</u>	<u>%w/w</u>	<u>Risk Phrase</u>
Sodium Hexametaphosphate (Polyphosphoric acids, sodium salts)	68915-31-1	272-808-3	100	R36/37/38

3. HAZARDS IDENTIFICATION

Classification of the substance/preparation

EC Classification None
Safety phrase S26 S36

Sterling Water Technologies LLC
P. O. Box 602
Columbia, TN 38402-0602
Phone: (931) 540-1334

Human Health Effects

May cause skin, eye and respiratory tract irritation.

Environmental Effects

On the basis of available information, this material is not expected to produce any significant environmental effects when recommended use instructions are followed.

4. FIRST AID MEASURES

General

This product has low oral toxicity and is minimally irritating to the skin and eyes. Treatment is controlled removal of exposure and symptomatic and supportive care.

Eye contact

Rinse immediately with plenty of water. Get medical attention if irritation occurs and persists. The dry material may cause foreign body irritation in some individuals.

Skin contact

Wash with plenty of water. Prolonged contact with the dry material may cause drying or chapping of the skin.

Inhalation

Remove to fresh air immediately. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Inhalation of the dust may cause coughing and sneezing.

Ingestion

Drink plenty of water. Never give anything by mouth to an unconscious person. No significant adverse health effects are expected if only small amount (less than a mouthful) are swallowed.

5. FIRE FIGHTING MEASURES

Extinguishing media

Non-combustible. No special requirement.

Unsuitable extinguishing media

Non-combustible. No special requirement.

Exposure hazards

No special considerations.

Protective equipment

As a general precaution, firefighters, and others exposed, wear self-contained breathing apparatus.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions

No special requirement.

Environmental precautions

Small quantities: Presents no environmental problems.

Large quantities: As general precaution, avoid discharge into the environment.

Methods for cleaning up

Sweep, scoop or vacuum and place into containers for disposal. Flush area with water.

7. HANDLING AND STORAGE

Handling

Good industrial practice in housekeeping and personal hygiene should be followed. Avoid contact with eyes and skin. Wash hands immediately after handling. Remove material from clothing.

Engineering measures

Prevention of eye and skin contact may be required under normal use conditions. However, severe agitation or dispersion into the work environment may require enclosure of the process and local exhaust ventilation at the source to prevent release into the air. If the work environment controls are not implemented, then personal protection for inhalation, skin and eye may be required.

Storage

Store in cool, dry place to maintain product performance.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Occupational exposure limit

ACGIH TLV 10 mg/m³ (inhalable) 8-hr TWA, 3 mg/m³ (respirable) 8-hr TWA
OSHA PEL 15 mg/m³ (total dust) 8-hr TWA, 5 mg/m³ (respirable) 8-hr TWA

OSHA and ACGIH have not established specific exposure limits for this material. However, OSHA and ACGIH have established limits for particulates not otherwise regulated (PNOR) and particulates not otherwise classified (PNOC) which are the least stringent exposure limits applicable to dusts.

Respiratory protection

In case of insufficient ventilation, wear suitable respiratory equipment. Use approved respiratory protective equipment as described in the U.S. OSHA 29 CFR 1910.134 or European Standard EN149.

Hand/skin protection

Wearing protective clothes is recommended; wash hand and contaminated skin thoroughly after handling.

Eye protection

Wear appropriate protective eye glasses or chemical safety goggles as described in the U.S. OSHA 29 CFR 1910.133 or European Standard EN 166.

9. PHYSICAL AND CHEMICAL PROPERTIES

General Information

Chemical Formula:	Na ₂ O P ₂ O ₅
Form	powder, free flowing
Color	White
Odor	Odorless

Important health, safety and environmental information

pH (1% solution) : 5.6 – 8.8

ICL Performance Products LP Material Safety Data Sheet

Material: Sodium Hexametaphosphate

Reference No.: AST10053

Page 4 of 6

February 1, 2012

Water solubility:	< 750 g/l (partly soluble)
Melting point:	628 °C or 1162 °F
Boiling point:	1500 °C or 2732 °F
Bulk density:	500 kg/m ³ - 1000 kg/m ³

Other Information

Miscibility with water	< 750g/l
Flash point:	not applicable
Lower/upper explosion limits:	not applicable
Minimum ignition temperature:	not applicable

10. STABILITY AND REACTIVITY

Solutions of this product will hydrolyze to form ortho-phosphate and other shorter chain phosphates. Dissolution is impacted by temperature and pH of the system.

Conditions to avoid

Excessive moisture.

Materials to avoid

No special material to avoid.

Hazardous decomposition products

Oxides of phosphorus

11. TOXICOLOGICAL INFORMATION**Laboratory data**

Oral LD ₅₀ (rat):	6600 mg/kg.
Dermal LD ₅₀ (rabbit):	> 7940 mg/kg.
Eye Irritation (rabbit):	1.3/110.0; slightly irritating
Skin irritation (rabbit):	0.0/8.0, nonirritating

Rats fed this material in their diet for one month showed decreased growth, increased kidney, lung and spleen weight, and kidney damage. Rats fed this material for two years also showed decreased weight gain, increased kidney weight, and kidney changes. No increase in tumors was reported. No adverse effects in reproduction capacity were reported in a multigenerational study using rats fed this material.

This material has been defined as a hazardous chemical under the criteria of the OSHA Hazard Communication Standard (29 CFR 1910.1200).

12. ECOLOGICAL INFORMATION**Environmental Toxicity**

The following data have been classified using the criteria adopted by the European Economic Community (EEC) for aquatic organism toxicity

48-hr EC ₅₀ Daphnia magna	> 485 mg/l
96-hr LC ₅₀ Rainbow trout	> 1000 mg/l
96-hr LC ₅₀ Medina & Mysid shrimp	> 1000 mg/l

Environmental Fate

Inorganic compounds in contact with the soil, sub-surface or surface waters may be taken up by plants and utilized as essential nutrients. Phosphates may also form precipitates, usually with calcium or magnesium. The resultant compounds are insoluble in water and become a

part of the soil or sediment. The term biodegradability, as such, is not applicable to inorganic compounds.

13. DISPOSAL CONSIDERATIONS

European waste catalog number

Unknown

Disposal Considerations

This material when discarded is not a hazardous waste as that term is defined by the U.S. Resource, Conservation and Recovery Act (RCRA), 40 CFR 261. Dry material may be land filled or recycled in accordance with local, state and federal regulations. Consult your attorney or appropriate regulatory officials for information on such disposal.

14. TRANSPORT INFORMATION

Road/Rail, Sea and Air

IMDG/UN	Not classified
ICAO/IATA	Not classified
RID/ADR	Unknown
Canadian TDG	Not classified
U.S. DOT	Not classified

15. REGULATORY INFORMATION

EC label

Hazard symbol:	none
Risk phrase	R36/37/38 – irritating to eyes, respiratory system and skin.
Safety phrase	S26 – In case of contact with eyes, immediately flush with plenty of water and seek medical attention
	S36 – Wear suitable protective clothing

Chemical Inventory

USA TSCA:	Listed	Australia	Listed
Canada DSL:	Listed	Korea	Listed
EC:	Listed	Philippines	Listed
Japan	Listed	China	Listed

Additional Information

WHMIS Classification Not Controlled

SARA Hazard Notification

Hazard Categories Under Title III Rules (40 CFR 370):	Immediate, Delayed
Section 302 Extremely Hazardous Substances:	None
Section 313 Toxic Chemical(s):	None

CERCLA Reportable Quantity: Not applicable

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

16. OTHER INFORMATION

ICL Performance Products LP Material Safety Data Sheet

Material: Sodium Hexametaphosphate

Reference No.: AST10053

Page 6 of 6

February 1, 2012

	Health	Fire	Reactivity	Additional Information
Suggested NFPA Rating	1	0	0	
Suggested HMIS Rating	1	0	0	F F = Safety glasses, gloves, synthetic apron, dust respirator

Reason for revision: Revised section 1.

Supersedes MSDS dated: July 23, 2010

Drafted in accordance with ECC Dir 2001/58/EC

Responsible Care ® is a registered trademark of the American Chemistry Council.

Although the information and recommendations set forth herein (hereinafter "Information") are presented in good faith and believed to be correct as of the date hereof, ICL Performance Products LP makes no representations as to the completeness or accuracy thereof. Information is supplied upon the condition that the persons receiving same will make their own determination as to its suitability for their purposes prior to use. In no event will ICL Performance Products LP be responsible for damages of any nature whatsoever resulting from the use of or reliance upon information. NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER NATURE ARE MADE HEREUNDER WITH RESPECT TO INFORMATION OR THE PRODUCT TO WHICH INFORMATION REFERS

AST10053.2640.doc



**ICL Performance
Products LP**

PRODUCT DATA SHEET

PRODUCT: Hexaphos® -- Sodium Hexametaphosphate (SHMP)
Crushed (Granular)



GRADE: Technical

CODE: 201

GENERAL DESCRIPTION: White or clear, free flowing, odorless granules.

FORMULA: $Na_{(n+2)}P_nO_{(3n+1)}$; avg. n = 13

MOLECULAR WEIGHT: 1390 avg.

CAS NO.: 68915-31-1

DATE EFFECTIVE: August, 2011

CHARACTERISTICS

SPECIFICATION LIMITS

P ₂ O ₅ , %	66.5 – 68.0
pH, 1% Solution	6.7 - 7.2
Loss on Ignition, %	1.0 Maximum
Insolubles, %	0.1 Maximum
Sizing, USSS:	
Thru 8 Mesh, %	98 Minimum
Thru 20 Mesh, %	50 Minimum
Thru 100 Mesh, %	25 Maximum

NOTE: Specification Limits are subject to change from time to time. Please contact us for current data sheet.

Production Location: Lawrence, KS
 Packaging: 50 lb. multiwall bags; 2400 lb. super sacks
 Labeling Requirements: Product label
 Shipping Classification: Sodium Phosphate
 Handling Precautions: No precautionary statement required on label.

Handle in accordance with good industrial hygiene and safety practices. These include avoiding unnecessary exposure and removal of material from eyes, skin, and clothing.

This Product Data Sheet is subject to the terms and conditions on the reverse side hereof.

Sterling Water Technologies LLC
 P. O. Box 602
 Columbia, TN 38402-0602
 Phone: (931) 540-1334

HEXAPHOS®, SODIUM HEXAMETAPHOSPHATE (SHMP), TECHNICAL GRADE, GRANULAR

Key Properties/Functions:

- Sequestration
- Buffer Capacity
- Deflocculation
- Neutral Salt
- Infinite Solubility in Water
- Shelf-life \approx 24 months

Applications:

- Consumer Products: The unique combination of SHMP's ability to sequester water hardness and its infinite solubility in water makes it a product of choice in applications such as laundry boosters, water conditioners and in bath beads.
- Industrial Water Treatment: SHMP can be used in continuously recycled industrial water as a softener and to control scale formation in condensers, heat exchangers, pipelines and boilers. SHMP has two particular advantages over the pyro- and tripolyphosphates in industrial water treatment. First, it maintains polyphosphate properties longer in high temperature systems at mildly alkaline pHs. Second, its infinite solubility in water allows very concentrated stock solutions to be prepared.
- Industrial Cleaning: In the textile industry, SHMP is used to chelate calcium and iron, hence keeping their salts from being redeposited on the surface of the fabric. It also provides good dispersion in pigmenting and dyeing operations.
- Film Development: The excellent sequestering properties of SHMP improve the efficiency of the photographic film developing process by chelating foreign metal ions.
- Oil Well Drilling Muds: Deflocculants are required in oil well drilling muds to maintain high specific gravity at the low viscosity necessary for easy pumping. SHMP is an excellent deflocculant and offers superior cost-performance in wells with depths down to 5,000 feet.
- Kaolin Clay Processing: SHMP is effective as a deflocculant in the preparation of high solids slurries with sufficient fluidity to allow rapid settling of coarse impurities. Another advantage occurs in the final bleaching of the clay with sulfuric acid. With SHMP's neutral pH, a minimal amount of sulfuric acid is required to lower the pH to 3.5, which is required for effective bleaching.
- Potable Water Treatment: Due to the sequestration and threshold properties of SHMP, it is commonly added to potable water to aid in corrosion control and antiscaling of distribution equipment and lines. ICL Performance Products LP sodium hexametaphosphate conforms to the requirements of ANSI / NSF Standard 60 and meets or exceeds ANSI / AWWA Standard B502-94. Maximum Use Level = 12 mg/L.

FOR MORE COMPLETE INFORMATION ON PROPERTIES AND SAFE HANDLING OF THIS MATERIAL, SEE THE ICL PERFORMANCE PRODUCTS LP MATERIAL SAFETY DATA SHEET (MSDS).

NOTICE: Although the information and recommendations set forth herein (hereinafter "Information") are presented in good faith and believed to be correct as of the date hereof, ICL Performance Products LP makes no representations or warranties as to the completeness or accuracy thereof. Information is supplied upon the condition that the persons receiving same will make their own determination as to its suitability for their purposes prior to use. In no event will ICL Performance Products LP be responsible for damages of any nature whatsoever resulting from the use of or reliance upon Information or the product to which Information refers. Nothing contained herein is to be construed as a recommendation to use any product, process, equipment or formulation in conflict with any patent, and ICL Performance Products LP makes no representation or warranty, express or implied, that the use thereof will not infringe any patent. The data set forth herein are based on samples tested and are not guaranteed for all samples or applications. Such data are intended as guides and do not reflect product specifications for any particular product. NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER NATURE ARE MADE HEREUNDER WITH RESPECT TO INFORMATION OR THE PRODUCT TO WHICH INFORMATION REFERS.

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Corporate Offices:

622 Emerson Road
Suite 500
St. Louis, Missouri 63141
314-983-7500

For ordering or technical assistance, please call our Customer Service Department Toll Free: 1-800-244-6169



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Safety Data Sheet

Magnafloc® LT27AG

Revision date : 2015/02/25
Version: 2.0

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(30481792/SDS GEN US/EN)

1. Identification

Product identifier used on the label

Magnafloc® LT27AG

Recommended use of the chemical and restriction on use

Recommended use*: flocculation agent

* The "Recommended use" identified for this product is provided solely to comply with a US Federal requirement and is not part of the seller's published specification. The terms of this Safety Data Sheet (SDS) do not create or infer any warranty, express or implied, including by incorporation into or reference in the seller's sales agreement.

Details of the supplier of the safety data sheet

Company:
BASF CORPORATION
100 Park Avenue
Florham Park, NJ 07932, USA

Telephone: +1 973 245-6000

Emergency telephone number

CHEMTREC: 1-800-424-9300
BASF HOTLINE: 1-800-832-HELP (4357)

Other means of Identification

2. Hazards Identification

According to Regulation 2012 OSHA Hazard Communication Standard; 29 CFR Part 1910.1200

Classification of the product

No need for classification according to GHS criteria for this product.

Label elements

The product does not require a hazard warning label in accordance with GHS criteria.

Hazards not otherwise classified

Sterling Water Technologies LLC
P. O. Box 602
Columbia, TN 38402-0602
Phone: (931) 540-1334

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Very slippery when wet.

Labeling of special preparations (GHS):

This product is not combustible in the form in which it is shipped by the manufacturer, but may form a combustible dust through downstream activities (e.g. grinding, pulverizing) that reduce its particle size.

According to Regulation 1994 OSHA Hazard Communication Standard; 29 CFR Part 1910.1200

Emergency overview

May cause mild eye and skin irritation based on a component of this product.

Use with local exhaust ventilation.

Avoid dust formation.

Wear protective clothing.

Caution - Slippery when wet!

3. Composition / Information on Ingredients

According to Regulation 2012 OSHA Hazard Communication Standard; 29 CFR Part 1910.1200

This product does not contain any components classified as hazardous under the referenced regulation.

4. First-Aid Measures

Description of first aid measures

General advice:

Remove contaminated clothing.

If inhaled:

If difficulties occur after dust has been inhaled, remove to fresh air and seek medical attention.

If on skin:

Wash thoroughly with soap and water.

If irritation develops, seek medical attention.

If in eyes:

Wash affected eyes for at least 15 minutes under running water with eyelids held open.

Seek medical attention.

If swallowed:

Rinse mouth and then drink plenty of water. Do not induce vomiting. Immediate medical attention required.

Most important symptoms and effects, both acute and delayed

Symptoms: The most important known symptoms and effects are described in the labelling (see section 2) and/or in section 11. Further important symptoms and effects are so far not known.

Hazards: No hazard is expected under intended use and appropriate handling.

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Magnafloc® LT27AG

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Indication of any immediate medical attention and special treatment needed

Note to physician

Treatment: Treat according to symptoms (decontamination, vital functions), no known specific antidote.

5. Fire-Fighting Measures

Extinguishing media

Suitable extinguishing media:
dry powder, foam

Unsuitable extinguishing media for safety reasons:
water jet

Additional information:

If water is used, restrict pedestrian and vehicular traffic in areas where slip hazard may exist.

Special hazards arising from the substance or mixture

Hazards during fire-fighting:
carbon oxides, nitrogen oxides

The substances/groups of substances mentioned can be released in case of fire. Very slippery when wet.

Advice for fire-fighters

Protective equipment for fire-fighting:
Wear a self-contained breathing apparatus.

Further information:

Dusty conditions may ignite explosively in the presence of an ignition source causing flash fire.

6. Accidental release measures

Further accidental release measures:

Avoid dispersal of dust in the air (i.e., clearing dust surfaces with compressed air). Avoid the formation and build-up of dust - danger of dust explosion. Dust in sufficient concentration can result in an explosive mixture in air. Handle to minimize dusting and eliminate open flame and other sources of ignition. Forms slippery surfaces with water.

Personal precautions, protective equipment and emergency procedures

Use personal protective clothing.

Environmental precautions

Do not discharge into drains/surface waters/groundwater.

Methods and material for containment and cleaning up

Nonsparking tools should be used.

7. Handling and Storage

Precautions for safe handling

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Breathing must be protected when large quantities are decanted without local exhaust ventilation. Handle in accordance with good industrial hygiene and safety practice. Forms slippery surfaces with water.

Protection against fire and explosion:

Avoid dust formation. Dust in sufficient concentration can result in an explosive mixture in air. Handle to minimize dusting and eliminate open flame and other sources of ignition. Routine housekeeping should be instituted to ensure that dusts do not accumulate on surfaces. Dry powders can build static electricity charges when subjected to the friction of transfer and mixing operations. Provide adequate precautions, such as electrical grounding and bonding, or inert atmospheres. Refer to NFPA 654, Standard for the Prevention of Fire and Dust Explosions from the Manufacturing, Processing, and Handling of Combustible Particulate Solids (2013 Edition) for safe handling.

Conditions for safe storage, including any incompatibilities

Further information on storage conditions: Store in unopened original containers in a cool and dry place. Avoid wet, damp or humid conditions, temperature extremes and ignition sources.

Storage stability:

Avoid extreme heat.

8. Exposure Controls/Personal Protection

Advice on system design:

It is recommended that all dust control equipment such as local exhaust ventilation and material transport systems involved in handling of this product contain explosion relief vents or an explosion suppression system or an oxygen deficient environment. Ensure that dust-handling systems (such as exhaust ducts, dust collectors, vessels, and processing equipment) are designed in a manner to prevent the escape of dust into the work area (i.e., there is no leakage from the equipment). Use only appropriately classified electrical equipment and powered industrial trucks.

Personal protective equipment

Respiratory protection:

Wear a NIOSH-certified (or equivalent) organic vapour/particulate respirator.

Hand protection:

Chemical resistant protective gloves

Eye protection:

Safety glasses with side-shields.

Body protection:

light protective clothing

General safety and hygiene measures:

Wear protective clothing as necessary to minimize contact. Handle in accordance with good industrial hygiene and safety practice. No eating, drinking, smoking or tobacco use at the place of work.

9. Physical and Chemical Properties

Form: powder
Odour: odourless
Odour threshold:

No data available.

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Colour:	off-white	
pH value:	6 - 8	(10 g/l) The product has not been tested. The statement has been derived from substances/products of a similar structure or composition.
Melting point:		The substance / product decomposes therefore not determined.
Boiling point:		not applicable
Sublimation point:		No data available.
Flash point:		not applicable
Flammability:	not flammable	
Lower explosion limit:		No data available.
Upper explosion limit:		No data available.
Autoignition:		No data available.
Vapour pressure:		The product has not been tested.
Relative density:		No data available.
Bulk density:	approx. 750 kg/m ³	
Vapour density:		No data available.
Partitioning coefficient n-octanol/water (log Pow):		Study scientifically not justified.
Self-ignition temperature:		not self-igniting
Viscosity, dynamic:		not applicable, the product is a solid
% volatiles:		not determined
Solubility in water:		Forms a viscous solution.
Solubility (quantitative):		No data available.
Solubility (qualitative):	No data available.	
Evaporation rate:		The product is a non-volatile solid.
Other Information:		If necessary, information on other physical and chemical parameters is indicated in this section.

10. Stability and Reactivity

Reactivity

No hazardous reactions if stored and handled as prescribed/indicated.

Corrosion to metals:

No corrosive effect on metal.

Oxidizing properties:

not fire-propagating

Chemical stability

The product is stable if stored and handled as prescribed/indicated.

Possibility of hazardous reactions

The product is not a dust explosion risk as supplied; however the build-up of fine dust can lead to a risk of dust explosions.

Stable under normal conditions.

No hazardous reactions known.

Conditions to avoid

Avoid extreme temperatures. Avoid humidity.

Incompatible materials

strong acids, strong bases, strong oxidizing agents

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Hazardous decomposition products

Decomposition products:

No hazardous decomposition products if stored and handled as prescribed/indicated.

11. Toxicological information

Primary routes of exposure

Routes of entry for solids and liquids are ingestion and inhalation, but may include eye or skin contact. Routes of entry for gases include inhalation and eye contact. Skin contact may be a route of entry for liquefied gases.

Acute Toxicity/Effects

Acute toxicity

Assessment of acute toxicity: No known acute effects.

Oral

Type of value: LD50

Species: rat

Value: > 5,000 mg/kg (OECD Guideline 401)

Irritation / corrosion

Assessment of irritating effects: Not irritating to eyes and skin.

Skin

Species: rabbit

Result: non-irritant

Method: OECD Guideline 404

Eye

Species: rabbit

Result: non-irritant

Sensitization

Assessment of sensitization: Based on the ingredients, there is no suspicion of a skin-sensitizing potential.

Aspiration Hazard

No aspiration hazard expected.

Chronic Toxicity/Effects

Repeated dose toxicity

Assessment of repeated dose toxicity: Based on our experience and the information available, no adverse health effects are expected if handled as recommended with suitable precautions for designated uses. The product has not been tested. The statement has been derived from the properties of the individual components.

Genetic toxicity

Assessment of mutagenicity: Based on the ingredients, there is no suspicion of a mutagenic effect.

Carcinogenicity

Assessment of carcinogenicity: The whole of the information assessable provides no indication of a carcinogenic effect.

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None of the components in this product at concentrations greater than 0.1% are listed by IARC; NTP, OSHA or ACGIH as a carcinogen.

Reproductive toxicity

Assessment of reproduction toxicity: Based on the ingredients, there is no suspicion of a toxic effect on reproduction.

Teratogenicity

Assessment of teratogenicity: Based on the ingredients, there is no suspicion of a teratogenic effect.

Other information

The product has not been tested. The statements on toxicology have been derived from products of a similar structure and composition.

Symptoms of Exposure

The most important known symptoms and effects are described in the labelling (see section 2) and/or in section 11., Further important symptoms and effects are so far not known.

12. Ecological Information

Toxicity

Toxicity to fish

LC50 (96 h) > 100 mg/l, *Oncorhynchus mykiss* (static)
(under static conditions in the presence of 10 mg/L humic acid)

Aquatic invertebrates

LC50 (48 h) > 100 mg/l, *Daphnia magna*

Persistence and degradability

Assessment biodegradation and elimination (H2O)

Not readily biodegradable (by OECD criteria).

Bioaccumulative potential

Assessment bioaccumulation potential

Based on its structural properties, the polymer is not biologically available. Accumulation in organisms is not to be expected.

Mobility in soil

Assessment transport between environmental compartments

Information on: Anionic polyacrylamide

Adsorption to solid soil phase is expected.

Additional information

Other ecotoxicological advice:

The product has not been tested. The statements on ecotoxicology have been derived from products of a similar structure and composition.

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13. Disposal considerations

Waste disposal of substance:

Must be disposed of or incinerated in accordance with local regulations.

Container disposal:

Dispose of in a licensed facility. Recommend crushing, puncturing or other means to prevent unauthorized use of used containers.

RCRA:

Not a hazardous waste under RCRA (40 CFR 261).

14. Transport Information

Land transport

USDOT

Not classified as a dangerous good under transport regulations

Sea transport

IMDG

Not classified as a dangerous good under transport regulations

Air transport

IATA/ICAO

Not classified as a dangerous good under transport regulations

15. Regulatory Information

VOC content:

not determined

Federal Regulations

Registration status:

Chemical TSCA, US released / listed

EPCRA 311/312 (Hazard categories): Not hazardous;

State regulations

CA Prop. 65:

WARNING: THIS PRODUCT CONTAINS A CHEMICAL(S) KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.

NFPA Hazard codes:

Health: 1 Fire: 1 Reactivity: 0 Special:

HMIS III rating

Health: 1 Flammability: 1 Physical hazard: 0

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16. Other Information

SDS Prepared by:
BASF NA Product Regulations
SDS Prepared on: 2015/02/25

We support worldwide Responsible Care® initiatives. We value the health and safety of our employees, customers, suppliers and neighbors, and the protection of the environment. Our commitment to Responsible Care is integral to conducting our business and operating our facilities in a safe and environmentally responsible fashion, supporting our customers and suppliers in ensuring the safe and environmentally sound handling of our products, and minimizing the impact of our operations on society and the environment during production, storage, transport, use and disposal of our products.

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END OF DATA SHEET

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Magnafloc® LT27AG

Potable Water Grade Anionic Polyelectrolyte

Chemical Nature

Copolymer of acrylamide and acrylic acid

Application Areas

Polyelectrolyte used as a coagulant aid for clarification and filtration of potable water, and for the conditioning of substrates prior to thickening and dewatering.

American Standard ANSI/NSF 60 compliant for coagulation and flocculation to a maximum concentration of 1.0mg/L.

This product is FDA approved. Contact a sales representative for more information.

Benefits

- Reduction of the inorganic coagulant dosage
- Increased clarifier throughput
- Reduction of sludge production
- Reduction in overall treatment cost

Typical Properties

Product type:	Powder
Physical form:	Off-white granular solid
Anionic charge:	Medium
Molecular weight:	Ultra high
Specific gravity:	0.75
Bulk density:	46.8 lb/ft ³
Ph 1% solution:	6-8

Apparent Viscosity/(cP) @ 25 °C			
Concentration	0.25%	0.50%	1.0%
Viscosity	900	1,600	3,600

Storage

Under normal storage conditions within the temperature range 5 – 25 °C (41-77 °F) this product will be stable for at least 12 months. Storage outside the above specified temperature range for long periods may adversely affect the product over a long period and should thus be avoided, if possible.

Sterling Water Technologies LLC
P. O. Box 602
Columbia, TN 38402-0602
Phone: (931) 540-1334

It is recommended that stock solutions at 0.25 - 0.5% are prepared regularly and for maximum effect such solutions should be used within 5 days. Beyond this period some loss in efficiency of the product may occur.

Packaging

25 kg Polybag
700 kg Small Tay Bag
907 kg Large Tay Bag

Shipping and Handling

Corrosion towards most standard materials of construction is very low. Stainless steel, fiberglass, polyethylene, polypropylene and epoxy coated surfaces are recommended. In some cases aluminum surfaces can be adversely affected.

Spilled product is slippery underfoot, very slippery when wet. Information on the shipping and handling of this product can be found in the relevant MSDS. Disposal of product must comply with all national, state and local laws.

Health and Safety

Detailed information on this product can be found in the relevant Material Safety Data Sheet (MSDS).

Technical Service

BASF sales representatives and field service technicians are available to give advice and assistance in the running of laboratory tests and machine trials to select the correct product and determine the best application conditions.

Note

The data contained in this publication is based on our current knowledge and experience. In view of the many factors that may affect processing and application of our product, this data does not relieve processors from carrying out their own investigations and tests; neither does this data imply any guarantee of certain properties, nor the suitability of the product for a specific purpose. Any descriptions, drawings, photographs, data, proportions, weights etc. given herein may change without prior information and do not constitute the agreed contractual quality of the product. It is the responsibility of the recipient of our products to ensure that any proprietary rights and existing laws and legislation are observed.

February 2013

BASF Corporation
100 Park Avenue
Florham Park, NJ 07932-0685

Water Solutions



Please note that the certificates of analysis are also conveniently available online and a link to check at www.worldwidequality.basf.com

COYNE CHEMICAL

125 WITMAN RD

19605-1212 READING
BERKS
USA

2015-03-19
EV W
Liam Flaherty
Fax +44 1274 417607
Certificate No 9096
Page 7 of 8

Certificate of Analysis according to DIN 55350-18-4.2.2

MAGNAFLOC® LT27AG

25kg PE Bag
Purchase Order Customer Product#
08-1478

Material 55718783
Order 0113744349 000050
Delivery 0125540078 000030
Lot 0012432419
Lot Qty 216.000 STA
Total 468.000 STA
Transport 653631

General Customer Version of specification effective from 18-Jan-2000

Lot: 0012432419

Manufacturing date: 25-Aug-2014
Testing date: 25-Aug-2014

Test Point / Test Method	Unit	Requirements Lower / Upper	Results
Product colour VISUAL TEST		WHITE/OFF WHITE	OK
Appearance VISUAL TEST		POWDER	OK
CHARACTERISTIC VISUAL TEST		FREE FLOWING	OK
Solubility VISUAL TEST Visual solb + 2 HR		6 - 9	7
Dry Weight FAN Assisted Oven	%	85 - 100	92.05
Residual Acrylamide High Performance Liquid Chromatography UV detector, wavelength 210nm	%	0 - 0.05	0.0115

The aforementioned data shall constitute the agreed contractual quality of the product at the time of passing of risk. The data are controlled at regular intervals as part of our quality assurance program. Neither these data nor the properties of product specimens shall imply any legally binding guarantee of certain properties or of fitness for a specific purpose. No liability of ours can be derived therefrom.

This is a computer-generated document. No signature is required.

Sterling Water Technologies LLC
P. O. Box 602
Columbia, TN 38402-0602
Phone: (931) 540-1334



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Certificate of Analysis

BASF Corporation

Please note that the certificates of analysis are also conveniently available online and around the clock at www.worldaccount.basf.com

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USA

2015-03-19

EV W

Liam Flaherty

Fax +44 1274 417807

Certificate No 9096

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Certificate of Analysis according to DIN 55350-18-4.2.2

MAGNAFLOC® LT27AG

25kg PE-Bag

Purchase Order/Customer Product#

08-1478

Material	55718783
Order	0113744349 000050
Delivery	0125540078 000030
Lot	0012432419
Lot Qty	216.000 STA
Total	468.000 STA
Transport	653631

General Customer Version of specification effective from: 18 Jan-2000

Lot: 0012432419

Manufacturing date: 25-Aug-2014

Testing date: 25-Aug-2014

Test Point / Test Method	Unit	Requirements		Results
		Lower	Upper	
Viscosity VISCOSITY DIN 53019 0,5% AS, 100/S • 25°C	cps	37	63	43

The aforementioned data shall constitute the agreed contractual quality of the product at the time of passing of risk. The data are controlled at regular intervals as part of our quality assurance program. Neither these data nor the properties of product specimens shall imply any legally binding guarantee of certain properties or of fitness for a specific purpose. No liability of ours can be derived therefrom.



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Safety Data Sheet

Zetag® 8816(US)

Revision date : 2015/03/20
Version: 5.0

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(30487043/SDS GEN_US/EN)

1. Identification

Product identifier used on the label

Zetag® 8816(US)

Recommended use of the chemical and restriction on use

Recommended use*: flocculation agent

* The "Recommended use" identified for this product is provided solely to comply with a Federal requirement and is not part of the seller's published specification. The terms of this Safety Data Sheet (SDS) do not create or infer any warranty, express or implied, including by incorporation into or reference in the seller's sales agreement.

Details of the supplier of the safety data sheet

Company:

BASF CORPORATION
100 Park Avenue
Florham Park, NJ 07932, USA

Telephone: +1 973 245-6000

Emergency telephone number

CHEMTREC: 1-800-424-9300
BASF HOTLINE: 1-800-832-HELP (4357)

Other means of identification

2. Hazards Identification

According to Regulation 2012 OSHA Hazard Communication Standard; 29 CFR Part 1910.1200

Classification of the product

Skin Corr./Irrit.	2	Skin corrosion/irritation
Eye Dam./Irrit.	2B	Serious eye damage/eye irritation
Aquatic Acute	3	Hazardous to the aquatic environment - acute

Label elements

Pictogram:

Sterling Water Technologies LLC
P. O. Box 602
Columbia, TN 38402-0602
Phone: (931) 540-1334

Safety Data Sheet

Zetag® 8816(US)

Revision date : 2015/03/20

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Signal Word:
Warning

Hazard Statement:

H320 Causes eye irritation.
H315 Causes skin irritation.
H402 Harmful to aquatic life.

Precautionary Statements (Prevention):

P280 Wear protective gloves.
P273 Avoid release to the environment.
P264 Wash with plenty of water and soap thoroughly after handling.

Precautionary Statements (Response):

P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P303 + P362 IF ON SKIN (or hair): Wash with plenty of soap and water.
P332 + P313 If skin irritation occurs: Get medical advice/attention.
P337 + P311 If eye irritation persists: Call a POISON CENTER or doctor/physician.
P362 + P364 Take off contaminated clothing and wash before reuse.

Precautionary Statements (Disposal):

P501 Dispose of contents/container to hazardous or special waste collection point.

Hazards not otherwise classified

If applicable information is provided in this section on other hazards which do not result in classification but which may contribute to the overall hazards of the substance or mixture.

According to Regulation 1994 OSHA Hazard Communication Standard; 29 CFR Part 1910.1200

Emergency overview

Caution - Slippery when wet!

Causes eye irritation.

Contains petroleum distillates and prolonged contact with mists may cause skin, eye and respiratory tract irritation. Continued overexposure may cause headache and dizziness. Ingestion may cause lung complications.

Repeated exposure may cause skin dryness or cracking.

Vapors may irritate eyes and respiratory tract and result in headache or dizziness.

3. Composition / Information on Ingredients

According to Regulation 2012 OSHA Hazard Communication Standard; 29 CFR Part 1910.1200

<u>CAS Number</u>	<u>Content (W/W)</u>	<u>Chemical name</u>
Trade Secret	< 50.0 %	Acrylamide Copolymer
64742-47-8	15.0 - 30.0 %	Distillates (petroleum), hydrotreated light
78330-21-9	< 3.0 %	Alcohols, C11-14-iso-, C13-rich, ethoxylated
124-04-9	< 1.0 %	adipic acid

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According to Regulation 1994 OSHA Hazard Communication Standard; 29 CFR Part 1910.1200

<u>CAS Number</u>	<u>Content (W/W)</u>	<u>Chemical name</u>
64742-47-8	15.0 - 30.0 %	Distillates (petroleum), hydrotreated light
78330-21-9	1.0 - 5.0 %	Alcohols, C11-14-iso-, C13-rich, ethoxylated

4. First-Aid Measures

Description of first aid measures

General advice:

Immediately remove contaminated clothing.

If inhaled:

If difficulties occur after vapour/aerosol has been inhaled, remove to fresh air and seek medical attention.

If on skin:

Wash affected areas thoroughly with soap and water. Seek medical attention.

If in eyes:

Immediately wash affected eyes for at least 15 minutes under running water with eyelids held open, consult an eye specialist.

If swallowed:

Immediately rinse mouth and then drink plenty of water, do not induce vomiting, seek medical attention. Never induce vomiting or give anything by mouth if the victim is unconscious or having convulsions.

Most important symptoms and effects, both acute and delayed

Symptoms: Eye irritation, skin irritation, CNS depression

Hazards: No hazard is expected under intended use and appropriate handling.

Indication of any immediate medical attention and special treatment needed

Note to physician

Treatment: Treat according to symptoms (decontamination, vital functions), no known specific antidote.

5. Fire-Fighting Measures

Extinguishing media

Suitable extinguishing media:

dry powder, foam, water spray

Unsuitable extinguishing media for safety reasons:

water jet

Additional information:

If water is used, restrict pedestrian and vehicular traffic in areas where slip hazard may exist.

Safety Data Sheet

Zetag® 8816(US)

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Special hazards arising from the substance or mixture

Hazards during fire-fighting:

harmful vapours

Evolution of fumes/fog. The substances/groups of substances mentioned can be released in case of fire. Spilled product is slippery underfoot. Very slippery when wet.

Advice for fire-fighters

Protective equipment for fire-fighting:

Wear a self-contained breathing apparatus.

Further information:

The degree of risk is governed by the burning substance and the fire conditions. Contaminated extinguishing water must be disposed of in accordance with official regulations.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

Use personal protective clothing. Keep people away and stay on the upwind side.

Environmental precautions

Do not discharge into drains/surface waters/groundwater.

Methods and material for containment and cleaning up

Spills should be contained, solidified, and placed in suitable containers for disposal.

7. Handling and Storage

Precautions for safe handling

Keep away from sources of ignition - No smoking.

Protection against fire and explosion:

Take precautionary measures against static discharges.

Conditions for safe storage, including any incompatibilities

Further information on storage conditions: Keep container tightly closed and dry; store in a cool place.

Storage stability:

Avoid extreme heat.

8. Exposure Controls/Personal Protection

Components with occupational exposure limits

Distillates (petroleum),
hydrotreated light

ACGIH TLV

TWA value 200 mg/m3 Non-aerosol (total
hydrocarbon vapor);

Application restricted to conditions in which there
are negligible aerosol exposures.

Skin Designation Non-aerosol (total
hydrocarbon vapor);

The substance can be absorbed through the skin.

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adipic acid

ACGIH TLV TWA value 5 mg/m3 ;

Personal protective equipment

Respiratory protection:

Wear a NIOSH-certified (or equivalent) organic vapour/particulate respirator.

Hand protection:

Chemical resistant protective gloves

Eye protection:

Tightly fitting safety goggles (chemical goggles) and face shield.

Body protection:

Impermeable protective clothing

General safety and hygiene measures:

Handle in accordance with good industrial hygiene and safety practice. No eating, drinking, smoking or tobacco use at the place of work.

9. Physical and Chemical Properties

Form:	emulsion	
Odour:	mineral oil-like	
Odour threshold:		No data available.
Colour:	cream, almost white	
pH value:	approx. 4	
Melting point:		not determined
Boiling point:	approx. 100 °C	
Sublimation point:		No data available.
Flash point:	> 100 °C	(ASTM D92) No flash point - Measurement made up to the indicated temperature, pilot light extinguishes. The product has not been tested. The statement has been derived from substances/products of a similar structure or composition.
Flammability:	not highly flammable not highly flammable	
Lower explosion limit:		For liquids not relevant for classification and labelling. The lower explosion point may be 5 - 15 °C below the flash point.
Upper explosion limit:		For liquids not relevant for classification and labelling.
Autoignition:		not determined
Vapour pressure:		No data available.
Density:	approx. 1.0 g/cm3	(20 °C)
Relative density:		No data available.
Vapour density:		No data available.
Partitioning coefficient n- octanol/water (log Pow):		Study scientifically not justified.

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Self-ignition temperature:		not self-igniting
Thermal decomposition:	No decomposition if stored and handled as prescribed/indicated.	
Viscosity, dynamic:	1,000 - 1,500 mPa.s	
Viscosity, kinematic:	> 20.5 mm ² /s	(40 °C) The product has not been tested. The statement has been derived from substances/products of a similar structure or composition.
Solubility in water:		dispersible
Miscibility with water:		of low solubility
Solubility (quantitative):		No data available.
Solubility (qualitative):	No data available.	
Evaporation rate:		Value can be approximated from Henry's Law Constant or vapor pressure.
Other Information:	If necessary, information on other physical and chemical parameters is indicated in this section.	

10. Stability and Reactivity

Reactivity

No hazardous reactions if stored and handled as prescribed/indicated.

Corrosion to metals:

No corrosive effect on metal.

Oxidizing properties:

not fire-propagating

Chemical stability

The product is stable if stored and handled as prescribed/indicated.

Peroxides:

0.000 %

The product does not contain peroxides.

Possibility of hazardous reactions

No hazardous reactions when stored and handled according to instructions.

The product is chemically stable.

Conditions to avoid

Avoid extreme temperatures. Avoid freezing. Avoid all sources of ignition: heat, sparks, open flame.

Incompatible materials

reactive chemicals

Hazardous decomposition products

Decomposition products:

No hazardous decomposition products if stored and handled as prescribed/indicated.

Thermal decomposition:

No decomposition if stored and handled as prescribed/indicated.

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11. Toxicological information

Primary routes of exposure

Routes of entry for solids and liquids are ingestion and inhalation, but may include eye or skin contact. Routes of entry for gases include inhalation and eye contact. Skin contact may be a route of entry for liquefied gases.

Acute Toxicity/Effects

Acute toxicity

Assessment of acute toxicity: Virtually nontoxic after a single ingestion.

Oral

Type of value: LD50

Species: rat

Value: > 2,000 mg/kg

The product has not been tested. The statement has been derived from the properties of the individual components.

Irritation / corrosion

Assessment of irritating effects: Irritating to eyes and skin.

Skin

Species: rabbit

Result: Irritant.

Method: OECD Guideline 404

Eye

Species: rabbit

Result: Irritant.

Sensitization

Assessment of sensitization: Based on the ingredients, there is no suspicion of a skin-sensitizing potential.

Aspiration Hazard

No aspiration hazard expected.

Chronic Toxicity/Effects

Repeated dose toxicity

Assessment of repeated dose toxicity: Based on our experience and the information available, no adverse health effects are expected if handled as recommended with suitable precautions for designated uses. The product has not been tested. The statement has been derived from the properties of the individual components.

Genetic toxicity

Assessment of mutagenicity: Based on the ingredients, there is no suspicion of a mutagenic effect.

Carcinogenicity

Assessment of carcinogenicity: None of the components in this product at concentrations greater than 0.1% are listed by IARC; NTP, OSHA or ACGIH as a carcinogen.

The whole of the information assessable provides no indication of a carcinogenic effect.

Reproductive toxicity

Assessment of reproduction toxicity: Based on the ingredients, there is no suspicion of a toxic effect on reproduction.

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Teratogenicity

Assessment of teratogenicity: Based on the ingredients, there is no suspicion of a teratogenic effect.

Other Information

The product has not been tested. The statements on toxicology have been derived from products of a similar structure and composition.

Symptoms of Exposure

Eye irritation, skin irritation, CNS depression

12. Ecological Information

Toxicity

Aquatic toxicity

Assessment of aquatic toxicity:
Acutely harmful for aquatic organisms.

Toxicity to fish

LC50 (96 h) 10 - 100 mg/l, *Oncorhynchus mykiss*
(under static conditions in the presence of 10 mg/L humic acid) The product has not been tested.
The statement has been derived from substances/products of a similar structure or composition.

Aquatic invertebrates

EC50 (48 h) 10 - 100 mg/l, daphnia
(under static conditions in the presence of 10 mg/L humic acid)

Aquatic toxicity

Information on: cationic polyacrylamide

Assessment of aquatic toxicity:

The hydrolysis products are not acutely harmful to aquatic organisms. Acute effects on aquatic organisms are due to the cationic charge of the polymer, which is quickly neutralised in natural water courses by irreversible adsorption onto particles, hydrolysis and dissolved organic carbon. Fish toxicity and aquatic toxicity are drastically reduced by rapid irreversible adsorption onto suspended and/or dissolved organic matter.

Persistence and degradability

Assessment biodegradation and elimination (H₂O)

Not readily biodegradable (by OECD criteria). The substance can be virtually eliminated from water in suitable effluent treatment plants by biodegradation, stripping and mechanical separation.

Information on Stability in Water (Hydrolysis)

Information on: cationic polyacrylamide

(pH value > 6)

In contact with water the substance will hydrolyse rapidly.

Bioaccumulative potential

Assessment bioaccumulation potential

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Based on its structural properties, the polymer is not biologically available. Accumulation in organisms is not to be expected.

Mobility In soil

Assessment transport between environmental compartments

No data available.

Information on: cationic polyacrylamide

Adsorption to solid soil phase is expected.

Additional information

13. Disposal considerations

Waste disposal of substance:

Dispose of in accordance with national, state and local regulations. Do not discharge into drains/surface waters/groundwater.

Container disposal:

Recommend crushing, puncturing or other means to prevent unauthorized use of used containers. Dispose of in accordance with national, state and local regulations.

RCRA:

Not a hazardous waste under RCRA (40 CFR 261).

14. Transport Information

Land transport

USDOT

Not classified as a dangerous good under transport regulations

Sea transport

IMDG

Not classified as a dangerous good under transport regulations

Air transport

IATA/ICAO

Not classified as a dangerous good under transport regulations

15. Regulatory Information

Federal Regulations

Registration status:

Chemical TSCA, US released / listed

EPCRA 311/312 (Hazard categories): Acute;

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State regulations

State RTK

MA, NJ, PA

CAS Number

64742-47-8

Chemical name

Distillates (petroleum), hydrotreated light

CA Prop. 65:

WARNING: THIS PRODUCT CONTAINS A CHEMICAL(S) KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.

NFPA Hazard codes:

Health : 2 Fire: 1 Reactivity: 0 Special:

HMIS III rating

Health: 2 Flammability: 1 Physical hazard: 0

16. Other Information

SDS Prepared by:

BASF NA Product Regulations

SDS Prepared on: 2015/03/20

We support worldwide Responsible Care® initiatives. We value the health and safety of our employees, customers, suppliers and neighbors, and the protection of the environment. Our commitment to Responsible Care is integral to conducting our business and operating our facilities in a safe and environmentally responsible fashion, supporting our customers and suppliers in ensuring the safe and environmentally sound handling of our products, and minimizing the impact of our operations on society and the environment during production, storage, transport, use and disposal of our products.

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END OF DATA SHEET



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BASF Corporation

Zetag® 8816

Liquid Grade Cationic Polyelectrolyte

Chemical Nature

Copolymer of acrylamide and quaternized cationic monomer

Application Areas

Polyelectrolyte for the conditioning of a variety of municipal and industrial substrates prior to mechanical or static solid/liquid separation. This product is not approved for use in potable water applications.

Benefits

Highly effective across a wide range of applications including mechanical dewatering, thickening, flotation, and clarification. Operation over a wide pH range (4-9).

Typical Properties

Product type:	Inverse emulsion
Physical form:	Cloudy to opaque white liquid
Active content:	40%
Cationic charge:	Medium-high
Molecular weight:	Very high
Specific gravity:	1.03
Bulk density:	8.60 lb/gal
Ph 1% solution:	4-6

Apparent Viscosity/(cP) @ 25 °C			
Concentration	0.25%	0.50%	1.0%
Viscosity	350	600	1,200

Storage

Under normal, dry storage conditions within the temperature range 5 – 25 °C (41-77 °F) this product will be stable for at least 6 months. Storage outside the above specified temperature range for long periods may adversely affect the product over a long period and should thus be avoided, if possible.

It is recommended that stock solutions at 0.25 - 0.5% are prepared regularly and for maximum effect such solutions should be used within 5 days. Beyond this period some loss in efficiency of the product may occur.

Sterling Water Technologies LLC
P. O. Box 602
Columbia, TN 38402-0602
Phone: (931) 540-1334

Packaging	20 kg Pail 200 kg Drum 1,000 kg Tote ~18,000 kg Bulk
Shipping and Handling	<p>As with all cationic polyelectrolyte polymers this product exhibits toxicity towards fish. It is important that precautions are taken where the product may come into direct contact with fresh water courses, streams and rivers.</p> <p>Corrosion towards most standard materials of construction is very low. Stainless steel, fiberglass, polyethylene, polypropylene and epoxy coated surfaces are recommended. In some cases aluminum surfaces can be adversely affected. Ethylene propylene rubber (EPDM), natural rubber, polyurethane, and PVC should all be avoided when handling neat product.</p> <p>Spilled product is slippery underfoot, very slippery when wet. Product should be protected from frost and stirred before use and if separation occurs. Information on the shipping and handling of this product can be found in the relevant MSDS. Disposal of product must comply with all national, state and local laws.</p>
Health and Safety	Detailed information on this product can be found in the relevant Material Safety Data Sheet (MSDS).
Technical Service	BASF sales representatives and field service technicians are available to give advice and assistance in the running of laboratory tests and machine trials to select the correct product and determine the best application conditions.

Note

The data contained in this publication is based on our current knowledge and experience. In view of the many factors that may affect processing and application of our product, this data does not relieve processors from carrying out their own investigations and tests; neither does this data imply any guarantee of certain properties, nor the suitability of the product for a specific purpose. Any descriptions, drawings, photographs, data, proportions, weights etc. given herein may change without prior information and do not constitute the agreed contractual quality of the product. It is the responsibility of the recipient of our products to ensure that any proprietary rights and existing laws and legislation are observed.

February 2013

BASF Corporation
100 Park Avenue
Florham Park, NJ 07932-0685

Water Solutions

Please note that the certificates of analysis are also conveniently available online and around the clock at www.worldaccount.basf.com

Fax No 0012157851585

GEORGE S COYNE CHEMICAL CO
3015 STATE RD
19021-6962 CROYDON
USA

2015-04-28
EV/W
Liam Flaherty
Fax +44 1274 417607
Certificate No 9591
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Certificate of Analysis according to DIN 55350-18-4.2.2

ZETAG® 8816(US)

1000KG Composite - IBC (PE/Metal)
Purchase Order/Customer Product#
01-2887
ZETAG 8816 (US) 1000KG

Material	56462797
Order	0113822712 000080
Delivery	0125657850 000070
Lot	2185081RG
Lot/Qty	1.000 STA
Total	1.000 STA

General Customer Version of specification effective from: 11-Dec-2009

Lot: 2185081RG

Manufacturing date: 23-Mar-2015

Testing date: 23-Mar-2015

Test Point / Test Method	Unit	Requirements Lower / Upper	Results
Dry Weight FAN Assisted Oven AT 140 C	%	>= 44.5	46.4
Active Substance CALCULATION	%	>= 39.8	40.4
Intrinsic Viscosity SUSPENDED LEVEL VISCOMETER	dl/g	14.0 - 18.0	15.6
Filtration Screen filtration	%	0 - 0.20	.011
Viscosity Brookfield As supplied LVT SP2 30RPM @20°C	cps	400 - 1400	790
Activation PHYSICAL TEST AT 20°C	s	0 - 15.0	12.1

The aforementioned data shall constitute the agreed contractual quality of the product at the time of passing of risk. The data are controlled at regular intervals as part of our quality assurance program. Neither these data nor the properties of product specimens shall imply any legally binding guarantee of certain properties or of fitness for a specific purpose. No liability of ours can be derived therefrom.



We create chemistry

Certificate of Analysis

BASF Corporation

Please note that the certificates of analysis are also conveniently available online and around the clock at www.worldaccount.basf.com

Fax No 0012157851585

GEORGE S COYNE CHEMICAL CO

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Page 2 of 2

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General Customer Version of specification effective from: 11-Dec-2009

Lot: 2185081RG

Manufacturing date: 23-Mar-2015

Testing date: 23-Mar-2015

Test Point / Test Method	Unit	Requirements Lower / Upper	Results
Residual Acrylamide High Performance Liquid Chromatography	%	0 - 0.10	.046

The aforementioned data shall constitute the agreed contractual quality of the product at the time of passing of risk. The data are controlled at regular intervals as part of our quality assurance program. Neither these data nor the properties of product specimens shall imply any legally binding guarantee of certain properties or of fitness for a specific purpose. No liability of ours can be derived therefrom.

CERTIFICATE



This is to certify that

George S. Coyne Chemical Co., Inc.

3015 State Road
Croydon, PA 19021
United States of America

has implemented and maintains a **Quality Management System.**

Scope:

The purchase, receipt, warehousing, shipping and delivery of chemicals and related products per customer requirements.

Through an audit, documented in a report, it was verified that the management system fulfills the requirements of the following standard:

ISO 9001 : 2008

Certificate registration no.	10002551 QM08
Date of original certification	1993-09-13
Date of certification	2012-05-14
Valid until	2015-05-13



UL DQS Inc.

Ganesh Rao
Managing Director

Sterling Water Technologies LLC is a subsidiary of George S. Coyne Chemical Co., Inc.

Accredited Body: UL DQS Inc., 1130 West Lake Cook Road, Suite 340, Buffalo Grove, IL 60089 USA





STERLING WATER TECHNOLOGIES LLC
P.O. Box 602, Columbia, TN 38402-0602
931-540-1334 Fax 931-540-1338

July 24, 2015

City of Stuart
Dept. of Financial Services
121 SW Flagler Ave.
Stuart, FL 34994

Gentlemen / Ladies:

Sterling Water Technologies LLC purchases several phosphate raw materials from ICL. We have had a business relationship with them for many years.

Sterling has been authorized by ICL to sell and service their Tech Hexaphos in the Municipal Potable Water market.

Should we be the low bidder and the City require any further clarification on this point from Sterling or ICL I would be please and able to produce further information.

Sincerely,

A handwritten signature in black ink that reads "Robert E. Whalen". The signature is written in a cursive style.

Robert E. Whalen
Manager, Sterling Water Technologies LLC



STERLING WATER TECHNOLOGIES LLC
P.O. Box 602, Columbia, TN 38402-0602
931-540-1334 Fax 931-540-1338

July 24, 2015

City of Stuart
Dept. of Financial Services
121 SW Flagler Ave.
Stuart, FL 34994

Gentlemen / Ladies:

Sterling Water Technologies LLC purchases water treatment chemicals from BASF. We have had a business relationship with them for many years.

Sterling and our parent company, Coyne Chemical Company, have been authorized by BASF to sell and service their Water Treatment chemicals into the Municipal Water market.

Should we be the low bidder and the City require any further clarification on this point from Sterling, Coyne Chemical Company or BASF I would be please and able to produce further information.

Sincerely,

A handwritten signature in black ink that reads "Robert E. Whalen". The signature is written in a cursive style with a prominent initial "R".

Robert E. Whalen
Manager, Sterling Water Technologies LLC

Client#: 68172

GEOCO

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/01/2015

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

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

PRODUCER
People's United Ins. Agency CT
One Goodwin Square
Hartford, CT 06103
860 524-7600
INSURED
Sterling Water Technologies LLC
902 S. High Street
PO Box 602
Columbia, TN 34801

CONTACT NAME: Karen Disipio
PHONE (A/C, No, Ext): 860 524-7660
FAX (A/C, No): 844 648-7609
E-MAIL ADDRESS: Karen.Disipio@peoples.com
INSURER(S) AFFORDING COVERAGE
INSURER A: Chartis Specialty Insurance Co 26883
INSURER B: Berkshire Hathaway Homestate 20044
INSURER C: Illinois National Insurance Co 23817
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
*\$1,000 PPT's, Light, Medium and Trailers, \$2,000 Heavy, Extra Heavy and Tractors.

CERTIFICATE HOLDER
Evidence of Insurance

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
Peoples United Insurance Agency