

CITY OF
MARGATE
Together We Make It Great

CITY OF MARGATE

FURNISH AND DELIVER CIBA (ONLY)
ZETAG 7878FS40 AND CIBA (ONLY)
MAGNAFLOC LT25
BID NO 2022-009

BID BOND REQUIRED: NO

BID OPENING DATE: AUGUST 10, 2022

BID OPENING TIME: 11:00 A.M.

PAYMENT BOND: NO

PERFORMANCE BOND: NO

**ALL PROPOSALS MUST BE RECEIVED BY THE PURCHASING DIVISION
PRIOR TO THE DATE AND TIME SPECIFIED ABOVE**

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1.1 BASIC DEFINITIONS

Whenever used in these Bid Specifications or in an ensuing agreement, the following terms have the meanings indicated which are applicable to both singular and plural:

1.1.1 AGREEMENT – The written agreement between the City and Contractor covering the Work to be performed including other documents that are attached to the Agreement or made a part thereof.

1.1.2 CHANGE ORDER – A document which is signed by Contractor and City and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Contract Price or the Contract Time, issued on or after the effective date of the Agreement.

1.1.3 CITY – The City Commission of the City of Margate, Florida with whom the Contractor has entered into an Agreement and for whom the Work is to be provided.

1.1.4 CONTRACTOR - A person or company that undertakes a contract to provide materials or labor to perform a service or do a job.

1.1.5 BID DOCUMENTS – The bid documents consist of the General and Special Conditions, Technical (Drawings, Plans and Specifications), Non-Collusion Affidavit, Scrutinized Companies Certification, Contract, Notice of Award, Certificate of Insurance, Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, Change Orders and Work Directive Changes issued on or after the effective date of the Contract.

1.1.6 DEFECTIVE – An adjective which when modifying the Work refers to the Work that is unsatisfactory, faulty or deficient, or does not conform to the Bid Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Bid Documents, or has been damaged prior to final payment.

1.1.7 DRAWINGS – The drawings which show the character and scope of the Work to be performed and which are referred to in the Bid Documents.

1.1.8 EFFECTIVE DATE OF THE AGREEMENT – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver or upon receipt of a signed purchase order by the Contractor.

1.1.9 ARCHITECT – N.A.

1.1.10 FIELD ORDER – A written order issued by the City or City's Representative which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.

1.1.11 NOTICE TO PROCEED – A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run, and on which the Contractor shall start to perform the Contractor's obligations under the Bid Documents.

1.1.12 PROJECT – The total construction for which the Contractor is responsible under this Agreement, including all labor, materials, equipment and transportation used or incorporated in such construction or for the completion of the project and delivery.

1.1.13 SPECIFICATIONS – Those portions of the Bid Documents consisting of written descriptions of materials, equipment, construction systems, standards, and Workmanship as applied to the Work and certain administrative details applicable thereto.

1.1.14 SUBCONTRACTOR – An individual, firm, or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the Work.

1.1.15 SUPPLIER – A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.1.16 WORK – Work is a result of performing services, specifically, including but not limited to construction, labor furnished, soil borings, equipment and materials used or incorporated in the construction of the entire project as required by the Bid Documents.

1.1.17 WORK CHANGE DIRECTIVE – A written directive to Contractor issued on or after the effective date of the Agreement and signed by City ordering an addition, deletion, or revision in the Work. A Work Change Directive shall not change the Contract Price or Time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Time.

1.1.18 WRITTEN AMENDMENT – A written amendment of the Bid Documents, signed by City or Contractor on or after the Effective Date of the Agreement and normally dealing with the non-architectural, or non-technical aspects rather than strictly Work related aspects of the Bid Documents.

NOTICE INVITING BIDS

SUBMITTING PROPOSALS: Sealed bids will be accepted in the Purchasing Division Office, 5790 Margate Boulevard, Margate, FL 33063 until 11:00 A.M., Wednesday, August 10, 2022 for a completed project to **Furnish and Deliver CIBA (ONLY) ZETAG 7878FS40 and MAGNAFLOC LT25.**

All bids received will be publicly opened at the close of bidding in the Commission Chambers of City Hall. Bid prices will not be read aloud, only the names of the Bidders will be disclosed. All bidders or their representatives are invited to be present.

It will be the sole responsibility of the bidders to deliver its proposal to the Purchasing Division on or before the date and time specified. Bids received after the specified date and time will not be considered, and will be returned unopened to the bidder.

NO FAXED OR ELECTRONICALLY TRANSMITTED BIDS WILL BE ACCEPTED. One original copy and one electronic version (on a USB drive) shall be submitted in a sealed envelope and plainly marked on the outside of the envelope; the bidder's name and address followed by "**SEALED BID FOR Bid No. 2022-009, FURNISH AND DELIVER CIBA (ONLY) ZETAG 7878FS40 AND CIBA (ONLY) MAGNAFLOC LT25.**" address where bid is to be delivered or mailed to, and the date and time of the bid opening.

Bids must be submitted on the Bid Proposal Form(s) provided herein. Failure to do so will be cause for bid to be rejected. Proposals having an erasure or correction must be initialed by the bidder in ink. Bids shall be signed in ink; all quotations shall be typewritten and filled in with pen and ink.

COMPLETION OF WORK: REFER TO "SPECIAL CONDITIONS."

The Bidder shall guarantee the total bid price for a period of 90 days from the date of bid opening.

PROJECT ADMINISTRATION: All technical questions relative to the Work shall be directed to:

Mr. Wendall Wheeler
Plant Manager
901 NW 66th Ave
Margate, FL 33063
(954) 972-0828
wwheeler@margatefl.com

The City of Margate reserves the right to waive informalities and/or irregularities in any bid and further reserves the right to reject any and all bids and to take any other action that may be deemed necessary in its best interest.

Wylene Sprouse, NIGP-CPP, CPPB
Purchasing Supervisor

GENERAL CONDITIONS

INSTRUCTIONS TO BIDDERS

1. **DEFINED TERMS:** Terms used in these Instructions to Bidders and the Notice Inviting Bids which are defined in the General Conditions, have the meaning assigned to them in the General Conditions. The term "bidder" means one who submits a bid directly to City, as distinguished from a sub-bidder, who submits a bid to a bidder.
2. **COMPETENCY OF BIDDER:** In selecting the bid which best meets the interests of the City, consideration will be given not only to the financial standing, but also to the general competency of the bidder for the performance of the Work covered by the bid. To this end, each bid shall be supported by a statement of the bidder's experience as of recent date on the form entitled "**Reference Sheet**" herein. A "NO BID" for the Work will be accepted from a contractor who does not hold a valid contractor's license in the State and County where the Work is to be performed (if required by State or County) applicable to the type of Work bid upon at the time of opening bids.
3. **DISQUALIFICATION OF BIDDER:** More than one bid from an individual firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that any bidder is interested in more than one bid for the Work contemplated, all bids in which such bidder is interested will be rejected. If the City has reason to believe that collusion exists among the bidders, all bids will be rejected.
4. **BIDDER'S EXAMINATION OF BID DOCUMENTS AND SITE:**
 - 4.1 It is the responsibility of each bidder before submitting a bid, to:
 - (a) Examine the Bid Documents thoroughly,
 - (b) Visit the site to become familiar with local conditions that may affect cost, progress, or performance of Work,
 - (c) Consider federal, state, and local laws and regulations that may affect cost, progress, or performance of Work,
 - (d) Study and carefully correlate the bidder's observations with the Bid Documents, and,
 - (e) Notify the City or the City's Representative of all conflicts, errors, or discrepancies in the Bid Documents.
 - 4.2 The submission of a Bid will constitute an incontrovertible representation by the bidder that the bidder has complied with every requirement of "Bidders Examination of Bid Documents and Site" contained herein, that without exception the bid is premised upon performing the Work required by the Bid Documents and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
5. **INTERPRETATIONS:** All questions about the meaning or intent of the Bid Documents are to be directed to the City or the City's Representative in writing. Interpretations or clarifications considered necessary in response to such questions will be issued by written Addenda to all parties recorded by the City or the City's Representative as having received the Bid Documents. Questions received less than 7 days prior to the date for opening of bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Contractor's responsibility to contact the City prior to the bid opening to determine if any addenda have been issued on the project.

6. **BID SECURITY, BONDS: (IF REQUIRED)** Each bid shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Bid Documents. Said check or bond shall be made payable to the City and shall be given as guarantee that the bidder, if awarded the bid will enter into an Agreement with the City, and shall furnish the necessary insurance certificates, payment and performance Bonds **(IF REQUIRED)**, each of said bonds to be in the amount stated in the Agreement. In case of refusal or failure by bidder to enter into an Agreement, the check or bid bond shall be forfeited to the City. If the bidder elected to furnish a bid bond as its bid security, the bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form.
7. **RETURN OF BID SECURITY:** Within 14 days after award of the bid or Contract, the City will return the bid securities for the bids not considered in making the award. All other bid securities will be held until the Agreement has been fully executed. They will then be returned to the respective bidders whose bids they accompany.
8. **BID FORM:** The bid shall be made on copies of the bidding schedule bound herein.
9. **SUBMISSION OF BIDS:** Refer to **NOTICE INVITING BIDS**.
10. **DISCREPANCIES IN BIDS:** In the event there is more than one bid item in a bidding schedule, the bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the bid non-responsive and may cause its rejection. In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the Contractor shall be bound by said correction. In the event there is more than one bid item in the bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Contractor shall be bound by said correction.
11. **QUANTITIES OF WORK:** The quantities of Work or materials stated in unit price items of the bid are supplied only to give an indication of the general scope of the Work; the City does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the amount of any unit price item of the Work by an amount up to and including 25 percent of any bid item, without a change in the unit price, and shall include the right to delete any bid item in its entirety, or to add additional bid items up to and including and aggregate total amount not to exceed 25 percent of the Contract Price.
12. **WITHDRAWAL OF BID:** The bid may be withdrawn by the bidder by means of a written request, signed by the bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the **NOTICE INVITING BIDS** for receipt of bids prior to the scheduled closing time for receipt of bids.
13. **MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS:** Unauthorized conditions, limitations, or provisos attached to the bid will render it informal and may cause its rejection as being non-responsive. The completed bid forms shall be without interlineations, alterations, or erasure in the printed text. Alternative bids will not be considered unless called for. An oral, telegraphic, telephonic, faxed or electronically transmitted bid or modification will not be considered.
14. **OR EQUAL: (Unless otherwise specified in the Bid Documents)** Manufacturer's name, brand name and model number are used in these specifications for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design required and is in no way intended to prohibit the bidding of other manufacturer's items of equal material. Equal may be bid providing units bid are equal to or exceed the quality, standards of performance, design, etc. to the item specified.

Where equal is bid, proposals must be accompanied with factory information sheets (specifications, brochures, etc.) of unit bid as equal. The City shall be the sole judge of equality and our decision will be final in the City's best interest.

Any equipment delivered under this proposal will be new, the manufacturer's latest model, and carry the standard factory warranty.

15. **AWARD OF BID:** Award of a bid, if it be awarded, will be made to the bid which is deemed to be in the best interest of the City of Margate as determined in the sole discretion of the City. Unless otherwise specified, any such award will be made within the period stated in the **NOTICE INVITING BIDS** that the bids are to remain open. Unless otherwise indicated, a single award will be made for all the bid items in an individual bidding schedule. In the event the Work is contained in more than one bidding schedule, the City may award schedules individually or in combination. In the case of two (2) bidding schedules which are alternative to each other, only one (1) of such alternative schedule will be awarded. The City reserves the right to accept or reject any or all bids/parts of bids, to waive informalities in any bid, or to take any other action that is deemed to be in the best interest of the City.
16. **EXECUTION OF AGREEMENT:** The bidder to whom award is made shall execute a written agreement on the form of agreement provided, or by accepting City's purchase order and shall secure and furnish all bonds required by the Bid Documents within ten (10) calendar days after receipt of the agreement forms or purchase order from the City. Failure or refusal to enter into an agreement or accept City's purchase order as herein provided or to conform to any stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid Security. The sample contract as attached to this bid document is in substantially executable form. City does not intend to allow or accept modifications to the general format. If the bidder who has been awarded the bid pursuant to Paragraph 15 refuses or fails to execute the agreement, the City may award the Contract to whichever bidder it determines next best serves its interest. On the failure or refusal of such second or third bidder (who was awarded the contract) to execute the agreement, each such bidder's bid security shall be likewise forfeited to the City.
17. **SITE INSPECTION:** Bidder is responsible for a site inspection and final determination of all materials, labor, and equipment required in its proposal. Contractor will obtain complete data at the site and inspect surfaces that are to receive his Work. Before proceeding with Work, Contractor will be solely responsible for accuracy of measurements and laying out of Work; and will correct errors or defects due to faulty measurements taken, information obtained, layout, or due to failure to report discrepancies.
18. **GOVERNMENT RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material/quality, Workmanship, or performance of the items/services offered on the bid prior to delivery/performance, it shall be the responsibility of the successful bidder to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustment occasioned hereby, or to cancel the contract at no further expense to the City.
19. **PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** Pursuant to the requirements of s. 287.133 (2)(a), Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
20. **DISCRIMINATORY VENDOR LIST:** Pursuant to the requirements of s. 287.134 (2)(a) , Florida Statutes, "An entity or affiliate who has been placed on the discriminatory vendor list may not

submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

21. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered, as a result of this bid.
22. **TAXES:** The City is exempt from all Federal and State taxes. Contractor shall pay all sales, consumer, use and other similar taxes required, to be paid by the Contractor in accordance with the laws and regulations of the State of Florida and its political subdivisions. Contractor is responsible for reviewing the pertinent State Statutes involving such taxes and complying with all requirements.
23. **STANDARDS OF SAFETY:** The Bidder warrants that the product(s) and services supplied to the City conform in all respects to the standards set forth in the Occupational Safety and Health Act and its amendments and to any industry standards if applicable. Bid Proposal must be accompanied by Safety Data Sheet(s). (See attachment – Compliance with Occupational Safety and Health Act)

The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to; (1) employees on the Work site and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury, or loss.

Roadways have school crossing areas that are active before 8:30 A.M. and after 2:00 P.M. Contractor shall keep all crosswalk areas clear during periods when school children are present. All sidewalks shall be kept clear of any excess debris and shall not be barricaded or taped off during nights and weekends.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all employees on the Work site and other persons and organizations who may be affected thereby; all the Work and materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site or adjacent thereto.

24. **NO BID:** Refer to "STATEMENT OF NO BID" form incorporated into the bid proposal document.
25. **SILENCE OF SPECIFICATIONS:** The apparent silence of this specification and any supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All Workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
26. **CITY PERMITS:** The Contractor shall be required to obtain all necessary permits from the City Engineering and/or Building Departments. If the schedule of Bid Prices does not include a permit allowance line item, permit fees should be included in your bid proposal. City permit fees are NOT waived and the cost should be included in the bid. Non-City permit fees (County and other regulatory agencies) are not waived and shall be included in the bid. All permit applications shall be made using the City's online permitting system called Project Dox. A City permit fee schedule can be obtained from the City's website at www.margatefl.com under the Building Department by

clicking on the link provided for permit fees. Any questions regarding the requirements to obtain a permit from the City of Margate Building Department should be directed to (954) 970-3004.

27. **NOTICE TO PROCEED:** The Contractor shall commence Work within ten (10) calendar days after receipt of Notice to Proceed or Purchase Order from the City unless otherwise stated.
28. **LIABILITY INSURANCE:** The bidder will assume the full duty, obligation, and expense of obtaining all insurance required. The City shall be **additional insured** under all policies required by this proposal and Contractor shall be required to provide all necessary endorsements to the City of Margate. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder or its agents or any person the bidder has designated in the completion of its contract as a result of the bid. The successful bidder shall furnish to the Purchasing Division, City of Margate, 5790 Margate Blvd., Margate, Florida 33063 original certificates of insurance which indicate that the insurance coverage has been obtained or otherwise secured in a manner satisfactory to the City in an amount equal to 100% of the requirements provided herein and shall be presented to City prior to issuance of any contract(s) or award(s) document(s) which meets the requirements as outlined on sample certificate. Additionally, any subcontractor hired by the Contractor for this project shall provide insurance coverage as stated herein. City shall not be responsible for purchasing and maintaining any insurance to protect the interests of Contractor, subcontractors or others on the Work site. City specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.
29. **IDENTICAL TIE BIDS:** Refer to the **Drug Free Workplace Program Form** attachment for information on how tie bids will be handled.
30. **CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all proposers must disclose if any City employee or elected official is also an owner, corporate officer, or employee of their business. If such a relationship(s) exist, the Proposer must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.
31. **FORCE MAJEURE:** Seller's failure to make, or buyer's failure to take, any delivery or deliveries when due, if caused by Force Majeure as hereinafter defined, shall not constitute a default hereunder nor subject the party so failing to any liability to the other, provided however, the party affected by such Force Majeure shall promptly notify the other of the existence thereof and its expected duration and the estimated effect thereof upon its ability obligations hereunder.

Such party shall promptly notify the other party when such Force Majeure circumstances have ceased to affect its ability to perform its obligations hereunder. The quantity to be delivered hereunder shall be reduced to the extent of the deliveries omitted for such cause or causes, unless both parties agree that the total quantity delivered hereunder remain unchanged. As used herein, the term Force Majeure shall mean and include an ACT OF GOD or the public enemy, accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lockouts, labor troubles, riots, sabotage, embargo, war (whether or not declared and whether or not the United States is a participant) Federal, State, or Municipal Law, regulation, order, license, priority, seizure, requisition, or allocation, failure to delay from transportation, shortage of or inability to obtain supplies, equipment, fuel, labor, or any other circumstances of a similar or different nature beyond the reasonable control of the party so failing.

32. WARRANTIES:

Warranty of Title:

The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided hereunder and there are no pending liens, claims or encumbrances whatsoever against said equipment and materials.

Warranty of Specifications:

The Contractor warrants that all equipment, materials, and Workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a Workmanlike manner.

Warranty of Merchantability:

Contractor warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or Workmanship and fit for the ordinary purposes for which it is intended. Offeror shall confer to the City all warranties offered by manufacturers.

Warranty of Material and Workmanship:

Successful Offeror warrants all material and Workmanship for a minimum of one (1) year from date of completion and acceptance by Owner. If within one (1) year after acceptance by Owner, or within such larger period of time as may be prescribed by Law, any of the Work is found to be defective or not in accordance with the bid/contract documents, successful Offeror shall promptly, after receipt of written notice from Owner to do so, correct the Work unless Owner has previously given successful Offeror a written acceptance of such condition. This obligation shall survive termination of the contract.

Warranty of Fitness for a Particular Purpose:

Successful Offeror warrants the equipment shall be fit for, and sufficient for, the purpose(s) intended and outlined within this bid/proposal package. Successful Offeror understands and agrees that Owner is purchasing the equipment in reliance upon the skill of the successful Offeror in furnishing the equipment suitable for the purpose stated.

If the equipment cannot be used in the manner stated in the bid/proposal, then Owner, at its sole discretion, may return the equipment to successful Offeror for a full refund of any and all moneys paid for the equipment.

33. **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in the current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
34. **PRESENCE OF ASBESTOS MATERIALS:** If in the course of Work, the Contractor encounters any existing materials which she/he suspects contain asbestos, the Contractor will stop Work in that area immediately and notify the City.
35. **INTENT:** It is the intent of the Bid Documents to describe a functionally complete project in accordance with the plans and specifications. Any Work, materials, or equipment that may reasonably be inferred from the Bid Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulations in effect at the time of contract award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Bid Documents) shall be effective to change the duties and responsibilities of City, Contractor, or any of their consultants, agents or employees from those set forth in the Bid Documents.

- 36. CONFLICT, ERROR OR DISCREPANCY:** If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Bid Documents, Contractor shall so report to City or City's Representative in writing at once, and shall obtain a written interpretation or clarification from City or City's Representative before proceeding with the Work affected thereby.
- 37. AMENDING AND SUPPLEMENTING BID DOCUMENTS:** The Bid Documents may be amended, upon approval by the City, to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
1. Change Order;
 2. Formal Written Amendment, or
 3. Work Change Directive.
- 38. REPRESENTATION OF CONTRACTOR:** Execution of the Contract or acceptance of a purchase order by the Contractor is a representation that Contractor has visited the site and become familiar with the local conditions under which the Work is to be performed.
- 39. BEFORE COMMENCING OPERATIONS:** Before undertaking each part of the Work, Contractor shall carefully study and compare the Bid Documents and check and verify pertinent figures shown thereon. Contractor shall promptly report in writing to City or City's Representative any conflict, error, or discrepancy, which Contractor may discover and shall obtain a written interpretation or clarification from City or City's Representative before proceeding with any Work affected thereby.
- 40. CONTRACTOR SERVICES AND RESPONSIBILITIES:**
- 40.1** The Contractor shall assist the City or City's Representative in filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over the project.
- 40.2** Materials: Unless otherwise specified herein, Contractor shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the Work.
- Contractor warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Bid Documents and that the Work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Bid Documents.
- 40.3** The Contractor shall keep the City and City's Representative (if applicable) informed of the progress and quality of the Work.
- 40.4** If requested in writing by the City, the Contractor, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Bid Documents and shall decide, subject to determination by the Architect or Engineer (if applicable), subject to demand for arbitration, claims, disputes and other matters in question relating to performance thereunder by both City and Contractor. Such interpretations and decisions shall be in writing, shall not be presumed to be correct, and shall be given such weight as the arbitrator(s) or the court shall determine.
- 40.5** The Contractor shall correct Work which does not conform to the Bid Documents.
- 40.6** Contractor shall comply with and give all notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to the performance of the Work. City shall not be responsible for monitoring Contractor's compliance with any laws and regulations. Contractor shall promptly notify City if the Bid Documents are observed by Contractor to be at variance therewith.

40.7 The Contractor shall pay royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the City harmless from loss on account thereof, except that the City shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by the City. However, if the Contractor has reason to believe the use of a required design process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly given to the City.

40.8 The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees and parties in privity of contract with the Contractor to perform a portion of the Work, including their agents and employees.

40.9 The Contractor shall prepare Change Orders for the City or City Representative's approval and execution in accordance with this Agreement and shall have authority to make minor changes in the design and construction consistent with the intent of this Agreement not involving an adjustment in the contract sum or an extension of the contract time. The Contractor shall promptly inform the City or City's Representative in writing, of minor changes in the design and construction.

40.10 The Contractor shall notify the City or City's Representative when the Work or an agreed upon portion thereof is substantially completed by issuing a Certificate of Substantial Completion which shall establish the Date of Substantial Completion; shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the Work and insurance; shall include a list of items to be completed or corrected; and shall fix the time within which the Contractor shall complete items listed therein.

40.11 Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying Contractor's best skill, attention, and expertise. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of construction. Contractor shall be responsible to see that the finished Work complies accurately with the Bid Documents.

40.12 Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Contract with Contractor. Nothing in the Bid Documents shall create any Contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Bid Documents for the benefit of City.

40.13 Contractor shall obtain and pay for all permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary.

41. RISK OF LOSS: TITLE: The risk of loss, injury, or destruction shall be on Contractor until acceptance of the Work by City. Title to the Work shall pass to City upon acceptance of the Work by City.

42. ACCESS TO WORK: Contractor shall provide City, City's consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the Work at reasonable times for their observation, inspection and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith.

- 43. INDEMNIFICATION:** To the extent permitted by Florida law, Contractor agrees to indemnify, defend, save, and hold harmless the City of Margate, its officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorneys' fees, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.
- 44. SURVIVAL OF OBLIGATIONS:** All representations, indemnification, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Bid Documents, shall survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.
- 45. CORRECTION AND REMOVAL OF DEFECTIVE WORK:** If required by City or City's Representative, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by City or City's Representative, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of architects, attorneys and other professionals) made necessary thereby.
- 46. PAYMENT TO CONTRACTOR:** Providing all Work has been completed and accepted by the City within thirty (30) days of the City's receipt of a properly submitted and correct Application for Payment or Final Invoice, the City shall make payment to the Contractor.

The Contractor warrants that: (1) title to Work, materials and equipment covered by an Application for Payment or Final Invoice will pass to the City either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment will have been acquired by the Contractor, or any other person performing Work at the site or furnishing materials or equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

- 47. PAYMENT TO SUBCONTRACTORS:** The City shall have no obligation to pay or to be responsible in any way for payment to a subcontractor of the Contractor except as may otherwise be required by law.
- 48. CITY'S RIGHT TO WITHHOLD PAYMENT:** The City may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of: defective Work not remedied, claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor, failure of the Contractor to make payments to subcontractors or suppliers for materials or labor, damage to another contractor not remedied, liability for liquidated damages has been incurred by the Contractor, reasonable evidence that the Work cannot be completed for the unpaid balance of the contract sum, reasonable evidence that the Work will not be completed within the contract time or failure to carry out the Work in accordance with the Bid Documents.

When the above conditions are removed or resolved or the Contractor provides a surety bond or a consent of surety satisfactory to the City which will protect the City in the amount withheld, payment may be made in whole or in part.

All invoices or requests for payments must indicate the Project Name and Project Number or the Purchase Order Number.

- 49. HURRICANE PRECAUTIONS:** During such periods of times that are designated by the United States Weather Bureau as a hurricane warning or alert; all construction materials or equipment will be secured against displacement by wind forces; provided that where a full

complement of personnel is employed or otherwise in attendance, or engaged for such purposes, formal construction procedures or use of materials or equipment may continue allowing such reasonable time as may be necessary to secure such materials or equipment before winds of hurricane force are anticipated. Construction materials and equipment will be secured by guying and shoring, or removing or tying down loose materials, equipment, and construction sheds.

50. CHANGES IN THE WORK:

50.1 City, without invalidating an Agreement, may order additions, deletions, or revisions to the Work. Such additions, deletions, or revisions shall be authorized by a Written Amendment, Change Order, or Work Directive Change.

50.2 All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this project, increase the cost of the Work to City or which extend the time for completion, must be formally authorized and approved by the City's Commission prior to their issuance and before Work may begin.

Notwithstanding the above paragraph, Change Orders which individually or when cumulatively added to amounts authorized, pursuant to prior Change Orders for this project, increase the cost of the Work to the City not in excess of ten percent (10%) or \$50,000 (whichever is less) may be approved by signed approval of the City Manager of the City of Margate.

No claim against City for extra Work in furtherance of such change order shall be allowed unless prior approval has been obtained.

50.3 Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to City or City's Representative not later than three (3) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the Contract Time will be valid if not submitted in accordance with this paragraph.

51. CONCEALED CONDITIONS: By execution of this agreement, Contractor has satisfied itself as to all conditions necessary to fulfill this contract. No contract adjustments shall be allowed for concealed conditions nor different site conditions than anticipated.

52. CORRECTION PERIOD:

52.1 Contractor warrants all material and Workmanship for a minimum of one (1) year from date of acceptance by the City. If within one (1) year after the date of final completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Bid Documents, any Work is found to be defective, whether observed before or after acceptance by City, Contractor shall promptly, without cost to City and in accordance with City's written instructions, either correct such defective Work, or, if it has been rejected by City, remove it from the site and replace it with Work that is not defective and satisfactorily correct, remove, and replace any damage to other Work or the Work of others resulting therefrom. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of architects, engineers, attorneys and other professionals) will be paid by Contractor.

52.2 Where defective Work (and damage to other Work resulting there from) has been corrected, removed or replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

53. WORK BY CITY OR CITY'S CONTRACTORS:

53.1 The City reserves the right to perform Work related to, but not part of, the project and to award separate contracts in connection with other Work at the site. If the Contractor claims that delay or additional cost is involved because of such action by the City, the Contractor shall make such claims to the City or City's Representative in writing.

53.2 The Contractor shall afford the City's separate contractors reasonable opportunity for introduction and storage of their materials and equipment for execution of their Work. The Contractor shall incorporate and coordinate the Contractor's Work with Work of the City's separate contractors as required by the Bid Documents.

53.3 Costs caused by defective or ill-timed Work shall be borne by the party responsible.

- 54. CLAIMS FOR DAMAGES:** Should either party to Agreement suffer injury or damage to person or property because of an act or omission of the other party, the other party's employees or agents, or another for whose acts the other party is legally liable; claim shall be made in writing to the other party within a reasonable time after such injury or damage is or should have been first observed.
- 55. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on successors, assigns, and legal representatives of and persons in privity of contract with the City or Contractor. Neither party shall assign, sublet or transfer an interest in this Agreement without the written consent of the other.
- 56. TERMINATION FOR CONVENIENCE OF CITY:** Upon thirty (30) days written notice to Contractor, City may, without cause and without prejudice to any other right or remedy, terminate the agreement for City's convenience whenever City determines that such termination is in the best interests of City. Where the agreement is terminated for the convenience of City, the notice of termination to Contractor must state that the Contract is being terminated for the convenience of City under the termination clause, the effective date of the termination, and the extent of termination. Upon receipt of the notice of termination for convenience, Contractor shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract, and refrain from placing further orders and subcontracts. Contractor shall not be paid on account of loss of anticipated profits/revenues or other economic loss arising out of or resulting from such termination.
- 57. COST BREAKDOWN REQUIRED IN THE EVENT OF CHANGE ORDER:** Whenever the cost of any Work is to be determined, Contractor will submit in form acceptable to City or City's Representative an itemized cost breakdown together with supporting data. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown.
- 58. COMPUTATION OF TIME:** When any period of time is referred to in the Bid Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.
- 59. CONTRACTOR INDEPENDENT:** Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not agents or employees of City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association, or any other kind of joint undertaking or venture between the parties hereto.
- 60. RIGHT TO AUDIT:** City reserves the right to audit the records of Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by City. If required by

City, Contractor agrees to submit to an audit by an independent certified public accountant selected by City.

Contractor shall allow City to inspect, examine, and review the records of Contractor, at any and all times during normal business hours during the term of the Contract.

61. **VENUE AND GOVERNING LAW:** This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.
62. **VALIDITY OF CONTRACT:** Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal, or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
63. **WAIVER OF JURY TRIAL:** THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE MATTERS TO BE ACCOMPLISHED IN THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.
64. **OTHER GOVERNMENTAL AGENCIES:** If Contractor is awarded a contract as a result of this bid proposal, Contractor will, if it has sufficient capacity or quantity available, provide to other governmental agencies, so requesting, the product or services awarded in accordance with the terms and conditions of the bid proposal and resulting contract. Prices shall be F.O.B. Delivered to the requesting agency.
65. **DISPUTES:** NOTWITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT WHICH IS NOT DISPOSED OF BY AGREEMENT, SHALL BE DECIDED BY THE CITY MANAGER, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CITY MANAGER AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.
66. **SAMPLES:** Samples of items when requested must be supplied by the bidder free of charge to the City. Each sample must be marked with the bidder's name, manufacturer's brand name, and delivered by the bidder within seven (7) calendar days of the request. The City will not be responsible for the return of samples.
67. **TRAINING:** The successful bidder will be required (if requested) to conduct a training course on product bid for selected personnel at no extra cost to the City.
68. **DELIVERY:** All items delivered shall be F.O.B. Destination to a specific City of Margate address and all delivery costs and charges must be included in the bid price.

All exceptions must be noted. Prior to the delivery of goods or performance of services on City property, the City must be notified. Contractor's personnel and vehicles must be clearly identified with the business name and/or logo, also any applicable license numbers, according to State, County, and City ordinances. In addition, Contractor's employees shall be uniformly dressed, i.e., t-shirt with name and/or logo, caps, etc.

69. **MATERIAL ACCEPTANCE:** The materials received under this proposal will remain the property of the bidder until accepted to the satisfaction of the City of Margate. In the event the materials supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to return the product to the bidder at the bidder's expense.
70. **EMERGENCY RESPONSE LOCATIONS:** When delivering to emergency response locations (Fire Stations, Police, Utilities, etc.) where utilities, fire, police, and emergency repair vehicles are being dispatched, the successful bidder shall take all steps to ensure that free egress and ingress of emergency vehicles are allowed. No delivery trucks shall be left unattended. In the event that a vehicle is to be left unattended, City personnel must be notified and the driver must state where they will be at all times.
71. **ASSIGNMENT:** The bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City of Margate. Any awards issued pursuant to this bid invitation and monies which may become due hereunder are not assignable except with prior written approval of the City.
72. **NON-COLLUSION STATEMENT:** By submitting this proposal, the Contractor affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud. (Refer to "Non-Collusive Affidavit" form attached.)
73. **CONTRACT RENEWAL:** The City of Margate hereby bids for a one (1) year contract for services or supplies (unless otherwise indicated in the bid specifications), and the contract shall have the option to renew for two (2) additional one (1) year extensions, providing both parties agree, providing all terms and conditions and specifications remain the same, providing for availability of funding.
74. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from the General Conditions shall have precedence.
75. **WORKING HOURS AND INSPECTIONS:** The City of Margate's working hours are Monday through Friday 8 A.M. – 6 P.M. Contractor must plan for and schedule inspections within the City's working hours. Contractor can perform Work Monday – Saturday from Dawn to Dusk. Work on Sunday is not permitted unless a special request is made to the City 48 hours in advance. All requests must be approved by the City Manager.
76. **NO WAIVER:** No waiver of any provision, covenant, or condition within this agreement or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.
77. **WAIVER:** No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.
78. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no other promises; representations, or warranties affecting it.
79. **REGULATIONS:** All applicable laws and regulations of the Federal Government, State of Florida, Broward County, and Ordinances of the City of Margate will apply to any resulting award of contract.
80. **PUBLIC RECORDS:** The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- a. Keep and maintain public records required by the City of Margate to perform the service.
- b. Upon request from the City of Margate's custodian of public records, provide the City of Margate with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City of Margate.
- d. Upon completion of the Agreement, transfer, at no cost, to the City of Margate all public records in possession of the Contractor or keep and maintain public records required by the City of Margate to perform the service. If the Contractor transfers all public records to the City of Margate upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Margate, upon request from the City of Margate's custodian of public records, in a format that is compatible with the information technology systems of the City of Margate.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone number:

(954) 972-6454

E-mail address: recordsmanagement@margatefl.com

Mailing address:

5790 Margate Boulevard

Margate, FL 33063

81. SCRUTINIZED COMPANIES:

In accordance with s. 287.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

- a. Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- b. One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

- i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes; or
 - ii. Is engaged in business operations in Cuba and Syria.
 - c. By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.
 - d. The City shall reserve the right to terminate any contract resulting from this solicitation if the awarded Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- 82. NO WAIVER OF SOVEREIGN IMMUNITY:** Nothing contained herein is intended to service as a waiver of sovereign immunity by the City or as a waiver of limits of liability of rights existing under Section 768.28, Florida Statutes.

83. E-VERIFY

- 1) Definitions:
 - "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.
 - "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- 2) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
 - a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
 - b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Margate; and
 - c) By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.

SPECIAL CONDITIONS

The City of Margate will accept sealed proposals to provide all materials, labor, supplies, equipment, and transportation to FURNISH AND DELIVER CIBA (ONLY), ZETAG 7878FS40 for the Department of Environmental and Engineering Services Wastewater Treatment Plant located at 6630 NW 9th Street, Margate, FL 33063 and CIBA (ONLY), MAGNAFLOC LT25 for the Department of Environmental and Engineering Services Water Treatment Plant, located at 980 NW 66th Avenue, Margate FL 33063.

The City of Margate hereby bids for a one (1) year contract for services or supplies and the contract shall have the option to renew for four (4) additional one (1) year extensions, providing both parties agree, providing all terms and conditions and specifications remain the same, providing for availability of funding.

The City will issue a notification of intent to renew 60 days prior to the expiration of the initial contract. Vendor shall respond within fourteen (14) calendar days from date of notice.

Deliveries shall be made Monday through Friday, between the hours of 7:00 AM and 4:00 PM. Materials to be delivered to 6630 NW 9th Street, Margate, FL (for Ciba Zetag 7878FS40) and 980 NW 66th Avenue, Margate FL (for Ciba Magnafloc LT25). The City uses approximately 14,080 lbs of Zetag 7878FS40 and 5,940 lbs of Magnafloc LT25.

Delivery time for Ciba ZETAG 7878FS40 and Ciba MAGNAFLOC LT25 is to be 14 calendar days from order placement by City.

A blanket purchase order shall be issued to the contractor with orders being called in on an "as needed basis." Invoicing shall be upon each shipment based on unit price per proposal. All prices quoted shall be FOB Delivered to a specific City of Margate address. The invoice shall indicate purchase order number, unit price, extensions, total billed, and any allowable cash discounts.

Bids will be considered only from manufacturers or their authorized distributors. The authorized distributor must regularly maintain a substantial stock of materials bid upon and must be actively engaged in the sale of the bid commodity.

Such stock and facilities may be examined by a representative of the City at any time either before an award is made or during the term of the contract.

The City reserves the right during the contract period to determine by independent tests if the product(s) supplied meet aforementioned specifications. The cost of the test is to be paid for by the City if the sample meets specifications and by contractor if it does not. In addition, the facilities of the Florida State Department of Agriculture Testing laboratories may be used for any referee testing. Failure to meet specifications will result in prevailing testing rate cost to be borne by the Supplier.

Under no circumstances shall the contractor start work until the certificate of insurance is received and approved by the city.

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all employees on the work site and other persons and organizations who may be affected thereby; all the work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss.

If delivery requirements cannot be fulfilled by the Contractor, the City retains the right to cancel the order and make such purchases on the open market and contractor shall be liable for all price differences if delivery failure is not a case of FORCE MAJEURE.

The contractor shall assure the City that each delivery truck will be in A-1 mechanical condition and will have a properly licensed capable driver trained in the proper handling, use and operation of equipment required for delivery.

The contractor shall assure the City that when, in the opinion of the City, an emergency condition exists, a TRAINED EMERGENCY CREW WITH PROPERLY FITTED EQUIPMENT will be made available to the City.

At the time of bid submission, the bidder shall supply the following information:

1. Location of nearest emergency station.
2. Contact name and contact information of person in charge of emergency crews assigned to the City of Margate.
3. Contact name and contact information for normal maintenance.
4. Specify time periods during which service will be made available from the contact numbers provided to ensure round the clock coverage.
5. Contact numbers to be provided for emergency response.

It is understood by the successful bidder that the above information shall be continually updated as revisions occur during the contract period.

City may terminate agreement with Contractor upon thirty (30) days written notice for any reason.

Refer all technical questions regarding this proposal to: Wendell Wheeler for ZETAG 7878FS40 and Mike Uber for MAGNAFLOC @ (954) 972-0828.

Refer all non-technical questions regarding this proposal to: Ms. Wylene Sprouse @ (954) 935-5340 or purchase@margatefl.com

BID PROPOSAL FORM BID NO. 2022-009

**BID TO: CITY COMMISSION
CITY OF MARGATE**

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled:

**Furnish and Deliver CIBA (ONLY) ZETAG 7878FS40 and
CIBA (ONLY) MAGNAFLOC LT25
BID NO. 2022-009**

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid Security.

3. The bid will remain open for the period stated in the Notice Inviting Bids unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Notice Inviting Bids and the Instructions to Bidders, and will furnish the insurance certificates, payment bond, and performance bond required by the Contract Documents.

4. It is the Contractor's responsibility to contact the City at (954) 935-5346 prior to the bid opening to determine if any addenda have been issued on the project. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is acknowledged)

Number None Received Date _____

5. Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

6. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.

To all the foregoing, and including all Bid Schedule(s) and Information Required of Bidder contained in this Bid Form, said bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment thereof the Contract Price based on the Total Bid Price(s) named in the aforementioned Bidding Schedule(s).

Sterling Water Technologies LLC
P. O. Box 602
Columbia, TN 38402-0602
Phone: (931) 540-1334
Fax: (931) 540-1338
E-Mail: sales@sterlingwatertech.com

NAME OF FIRM: Sterling Water Technologies LLC

ADDRESS: P.O. Box 602, Columbia, TN 38402-0602

NAME OF SIGNER John V. Drzewicki
(Print or Type)

TITLE OF SIGNER Director of Sales and Product Development

SIGNATURE:  DATE: 08/04/2022

TELEPHONE NO: 931-540-1334 FACSIMILE NO: 931-540-1338

Sterling Water Technologies LLC
P. O. Box 602
Columbia, TN 38402-0602
Phone: (931) 540-1334
Fax: (931) 540-1338
E-Mail: sales@sterlingwatertech.com

SCHEDULE OF BID PRICES – BID NO. 2022-009

TO: CITY COMMISSION

CITY OF MARGATE

(Please fill in all blanks and return with your proposal.)

In accordance with your request for proposals and the specifications contained herein, the undersigned proposes the following:

| DESCRIPTION | TOTAL COST |
|------------------------------------------|---------------------------------------------|
| ITEM #1 | |
| TOTAL COST CIBA (ONLY) ZETAG 7878FS40 | |
| DELIVERED IN 440# DRUMS | |
| Per bid specifications | Drums 441# net weight non returnable |
| No substitutions permitted | |
| MINIMUM ORDERING AMOUNT <u>4</u> DRUMS | |
| (NOT TO EXCEED 4 DRUMS) | 1,460.41 |
| | \$ _____ /DRUM |
| ITEM #2 | |
| TOTAL COST CIBA (ONLY) MAGNAFLOC LT25 | |
| DELIVERED IN 55# BAGS | |
| Per bid specifications | Bags 55.12# net weight. |
| No substitutions permitted | |
| MINIMUM ORDERING AMOUNT <u>1</u> PALLETS | |
| (36 BAGS/PALLET) | 151.68 |
| | \$ _____ /BAG |

ALL BIDS MUST BE SIGNED WITH THE VENDOR NAME AND BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM BY SIGNATURE.

SAFETY DATA SHEETS ENCLOSED? YES ☒ NO ☐

SPECIFICATION SHEETS/BROCHURES? YES ☒ NO ☐

HAVE YOUR INSURANCE REPRESENTATIVE REVIEW THE SAMPLE INSURANCE CERTIFICATE TO ENSURE COMPLIANCE.

WILL YOUR FIRM ACCEPT PAYMENT VIA A CITY OF MARGATE VISA CREDIT CARD? PLEASE CHECK ONE

YES _____ NO ☒

Sterling Water Technologies, LLC is bidding with the understanding that our delivery terms are 7-10 business days ARO for packaged product delivery and 10-14 business days ARO for bulk product delivery. We take exception to any other stated delivery terms expressed within the bidding documentation.

Sterling Water Technologies LLC
P. O. Box 602
Columbia, TN 38402-0602
Phone: (931) 540-1334
Fax: (931) 540-1338
E-Mail: sales@sterlingwatertech.com

BIDDER'S GENERAL INFORMATION: BID 2022-009

The bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, and 7 (if required) will cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information (i.e., items 1 through 7 inclusive) is delivered to the City.

- (1) CONTRACTOR'S name and address: Sterling Water Technologies LLC
P.O. Box 602
Columbia, TN 38402-0602
- (2) CONTRACTOR'S telephone number: 931-540-1334
- (3) CONTRACTOR'S primary license classification: Sales & Use
State License Number: 78-8015792936-5
Supplemental classifications held, if any: _____
Name of Licensee, if different from (1) above: _____

- (4) Name of person who inspected site of proposed Work for your firm:
Name: _____ Date of Inspection: _____
- (5) Name, address, and telephone number of Surety Company and agent who will provide the required bonds on this contract (if required): 302-762-7936
Anderson & Catania Surety Services, LLC
707 Philadelphia Pike, Wilmington, DE 19809
- (6) ATTACH TO THIS BID the experience resume of the person who will be designated as Supervisor for this project.

Sterling Water Technologies LLC
P. O. Box 602
Columbia, TN 38402-0602
Phone: (931) 540-1334
Fax: (931) 540-1338
E-Mail: sales@sterlingwatertech.com

- (7) ATTACH TO THIS BID a financial statement **(If Required)**, references, and other information, sufficiently comprehensive to permit an appraisal of CONTRACTOR'S current financial condition.
- (8) Subcontractors: The Bidder further proposes that as part of their submittal there is attached a list of subcontracting firms or businesses who will be awarded subcontracts for portions of the work in the event the bidder is awarded the Contract.

N/A

Sterling Water Technologies LLC
P. O. Box 602
Columbia, TN 38402-0602
Phone: (931) 540-1334
Fax: (931) 540-1338
E-Mail: sales@sterlingwatertech.com

REFERENCE SHEET BID NO. 2022-009

In order to receive Bid Award consideration on the proposed bid, it is a requirement that this sheet be completed and returned with your bid/proposal. This information may be used in determining the bid award for this Project.

BIDDER (COMPANY NAME): Sterling Water Technologies LLC
ADDRESS: P.O. Box 602, Columbia, TN 38402-0602
CONTACT PERSON: Beverly Robinson TITLE: Customer Service Manager
TELEPHONE: 931-540-1334 FACSIMILE: _____
NUMBER OF YEARS IN BUSINESS: 34
ADDRESS OF NEAREST FACILITY: Carrollton, GA

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS OR SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR.

1. COMPANY NAME: City of Oklahoma, OK
Lake Draper Water Plant,
ADDRESS: 13700 Draper Road, OKC, OK 73165 PHONE: 405-297-1555
CONTACT PERSON: Jim Crawford TITLE: _____
2. COMPANY NAME: Golden State Water Company
630 E.Foothill Blvd.
ADDRESS: San Dimas, CA 91773 PHONE: 909-394-3600
CONTACT PERSON: Laura Martinez TITLE: _____
3. COMPANY NAME: Scotts Valley WWTP
700 Lundy Lane
ADDRESS: Scott Valley, CA 95066 PHONE: 831-438-0732
CONTACT PERSON: Mark Cattera TITLE: _____

Sterling Water Technologies LLC
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**COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)
BID NO. 2022-009**

Bidder certifies that all material, equipment, etc. contained in this bid meet all O.S.H.A. requirements. Bidder further certifies that if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the bidder.

OCCUPATIONAL HEALTH AND SAFETY DATA SHEET REQUIRED:

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a SAFETY DATA SHEET (SDS). The SDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substances, including:
 - 1. The potential for fire, explosion, corrosivity and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3. The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal, and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

SIGNATURE:  DATE: 08/04/2022

John V. Drzewicki, Director of Sales and Product Development

Sterling Water Technologies LLC
P. O. Box 602
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**CITY OF MARGATE
STATEMENT OF NO BID**

**IF YOU DO NOT INTEND TO BID ON THIS PROPOSAL, RETURN THIS FORM TO ADDRESS
WHERE BID IS TO BE SUBMITTED:**

I/We have declined to bid on your proposal No: Bid No. 2022-009

Bid Description: Furnish and Deliver CIBA (ONLY) Zetag 7878FS40 and CIBA (ONLY) Magnafloc
LT25

For the following reason:

- _____ 1. Specifications are too tight, i.e. geared toward one brand or manufacturer only (Explain reason below)
- _____ 2. Insufficient time to respond to invitation.
- _____ 3. We do not offer this commodity/service or equivalent.
- _____ 4. Our product/service schedule would not permit us to perform.
- _____ 5. Unable to meet specifications.
- _____ 6. Unable to meet bonding requirements.
- _____ 7. Specifications unclear (Explain below).
- _____ 8. Other (Specify below).

REMARKS: _____

Attach additional pages if required.

I/We understand that if the NO BID form is not executed and returned, our name may be deleted from the list of qualified bidders for the City of Margate.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____ DATE: _____

SIGNATURE OF BIDDER: _____

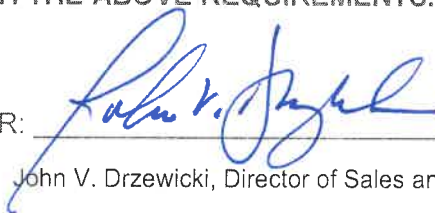
DRUG-FREE WORKPLACE PROGRAM FORM BID NO. 2022-009

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. In the event that none of the tied vendors has a Drug-free Workplace program in effect, the City reserves the right to make final Decisions in the City's best interest. In order to have a Drug-free Workplace Program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation. If bidder's company has a Drug-free Workplace Program, so certify below:

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF BIDDER:



DATE: 08/04/2022

John V. Drzewicki, Director of Sales and Product Development

Sterling Water Technologies LLC
P. O. Box 602
Columbia, TN 38402-0602
Phone: (931) 540-1334
Fax: (931) 540-1338
E-Mail: sales@sterlingwatertech.com

NON-COLLUSIVE AFFIDAVIT FORM BID 2022-009

State of Pennsylvania)

County of Bucks)

John V. Drzewicki being first duly sworn, deposes
and says that:

He/she is the Director of Sales and Product Development, (Owner, Partner, Officer, Representative or Agent) of Sterling Water Technologies LLC, the Offeror that has submitted the attached Proposal;

He/she is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;


Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed, and delivered in the presence of:


Witness Meridith C. Haskin, Assistant Secretary


Witness Patti Leffler, Bid/Contract Administrator

By



John V. Drzewicki

Printed Name

Director of Sales and Product Development

Title

Sterling Water Technologies LLC
P. O. Box 602
Columbia, TN 38402-0602
Phone: (931) 540-1334
Fax: (931) 540-1338
E-Mail: sales@sterlingwatertech.com

ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT FORM BID NO 2022-009

State of ~~XXXXXX~~ Pennsylvania
County of Bucks

On this the 4th day of August, 2022, before me by means of physical presence or online notarization, the undersigned Notary Public of the State of Florida, personally appeared

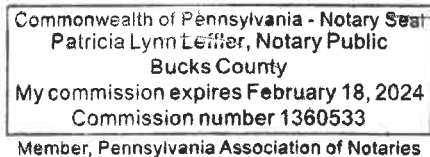
John V. Drzewicki, Director of Sales and Product Development

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:



Patricia Lynn Leffler
NOTARY PUBLIC, STATE OF ~~XXXXXX~~
Pennsylvania

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)


☐ DID take an oath, or ☒ DID NOT take an oath

Sterling Water Technologies LLC
P. O. Box 602
Columbia, TN 38402-0602
Phone: (931) 540-1334
Fax: (931) 540-1338
E-Mail: sales@sterlingwatertech.com

SCRUTINIZED COMPANIES CERTIFICATION

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government- created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government- created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME: Sterling Water Technologies LLC
SIGNATURE: 
PRINTED NAME: John V. Drzewicki
TITLE: Director of Sales and Product Development DATE: 08/04/2022

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>

OFFEROR'S QUALIFICATION STATEMENT BID NO.2022-009

Sterling Water Technologies LLC
P. O. Box 602
Columbia, TN 38402-0602
Phone: (931) 540-1334
Fax: (931) 540-1338
E-Mail: sales@sterlingwatertech.com

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Margate
(Purchasing Division)

ADDRESS: 5790 Margate Blvd.
Margate, FL 33063

SUBMITTED BY: Sterling Water Technologies LLC
NAME: Sterling Water Technologies LLC
ADDRESS: P.O.Box 602,Columbia , TN 38402-0602
TELEPHONE NO.: 931-540-1334
FACSIMILE NO.: 931-540-1338

CIRCLE ONE

Corporation
Partnership
Individual
Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business. (Attach corporate documents from the State of Florida (sunbiz.org) to this statement.)

The correct name of the Offeror is: Sterling Water Technologies, LLC

The address of the principal place of business is:

3015 State Road,Croydon,PA 19021

2. If Offeror is a corporation, answer the following:

- a. Date of Incorporation: 04/12/2007
b. State of Incorporation: Pennsylvania

- c. President's name: Thomas H. Coyne
- d. Vice President's name: Charles C. Coyne
- e. Secretary's name: Meridith C. Haskin
- f. Treasurer's name: Ruth Campos
- g. Name and address of Resident Agent: _____
Corporate Access Inc.
236 E. 6th Street
Tallahassee, FL 32303

3. If Offeror is an individual or a partnership, answer the following:

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

15 Years

a. Under what other former names has your organization operated?

Sweetwater (Founded 1985).

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

FL Business Registration included.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

No.

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

| | | |
|----------------------------|--------------------------------------------------------------|----------------|
| City of Oklahoma, OK | Lake Draper Water Plant, 13700 Draper Road, OKC, OK 73165 | 405-297-1555 |
| (Name) | (Address) | (Phone Number) |
| Golden State Water Company | 630 E. Foothill Blvd. San Dimas, CA 91773 | 909-394-3600 |
| (Name) | (Address) | (Phone Number) |
| Scotts Valley WWTP | 700 Lundy Lane Scott Valley, CA 95066 | 831-438-0732 |
| (Name) | (Address) | (Phone Number) |

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

See attached qualifications and experience letter.

11. State the name(s) of the individual(s) who will have personal supervision of the work:

Customer Service Department (800)426-2428

orders@sterlingwatertechnologies.com

sales@sterlingwatertechnologies.com

Beverly Robinson, Customer Service Manager

Sterling Water Technologies LLC
P. O. Box 602
Columbia, TN 38402-0602
Phone: (931) 540-1334
Fax: (931) 540-1338
E-Mail: sales@sterlingwatertech.com

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATION STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature: _____

John V. Drzewicki Director of Sales and Product Development

State of ~~XXXXX~~ Pennsylvania

County of Bucks

On this the 4th day of August, 2022, before me by means of _____ physical presence or _____ online notarization, the undersigned Notary Public of the State of Florida, personally appeared John V. Drzewicki, Director of Sales and Product Development and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:

Commonwealth of Pennsylvania - Notary Seal
Patricia Lynn Leffler, Notary Public
Bucks County
My commission expires February 18, 2024
Commission number 1360533
Member, Pennsylvania Association of Notaries

Patricia Lynn Leffler Pennsylvania
NOTARY PUBLIC, STATE OF ~~XXXXX~~

(Name of Notary Public: Print,
Stamp or Type as Commissioned.)

☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)
☐ DID take an oath, or ☒ DID NOT take an oath

Sterling Water Technologies LLC
P. O. Box 602
Columbia, TN 38402-0602
Phone: (931) 540-1334
Fax: (931) 540-1338
E-Mail: sales@sterlingwatertech.com

CITY OF MARGATE – E-VERIFY FORM

| | |
|---------------|---------------------------------------------------------------------------|
| Project Name: | FURNISH & DELIVER CIBA (ONLY) ZETAG 7878FS40 & CIBA (ONLY) MAGNAFLOC LT25 |
| Project No.: | BID NO 2022-009 |

ACKNOWLEDGEMENT

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

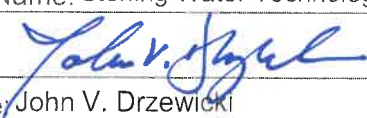
Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Margate; and
- c) Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.

COMPANY CONTACT INFORMATION

Company Name: Sterling Water Technologies, LLC

Authorized

Signature: 

Print Name: John V. Drzewicki

Title: Director of Sales & Product Development

Date: 8/4/2022

Phone: (800)426-2428

Email: sales@sterlingwatertechnologies.com

Website: www.sterlingwatertechnologies.com

ATTACHMENT A
SAMPLE INSURANCE



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 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER: CUSTOMER ID#: FAX (A/C, No): | |
| INSURED | INSURER(S) AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | NAIC # |

| COVERAGES | CERTIFICATE NUMBER: | REVISION NUMBER: |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------|
| <p>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 OTHER POLICY 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 BE REDUCED BY PAID CLAIMS.</p> | | |

| TYPE OF INSURANCE | | ADD'L SUBR | POLICY EFF | POLICY EXP | LIMITS |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-------------------------------------|--------------------------------------------------------------------------------|------------|------------------------------------------------------------------------------------------------|
| GENERAL LIABILITY | | | | | |
| <input checked="" type="checkbox"/> | COMMERCIAL GENERAL LIABILITY | | | | EACH OCCURRENCE \$ 1M |
| <input type="checkbox"/> | CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | DAMAGE TO RENTED PREMISES (If a occurrence) \$ |
| | | | | | MED EXP (Any one person) \$ 5K |
| | | | | | PERSONAL & ADV INJURY \$ 1M |
| | | | | | GENERAL AGGREGATE \$ 1M |
| GEN'L AGGREGATE LIMIT APPLIES PER | | | | | PRODUCTS - COMP/OR AGG \$ 1M |
| POLICY | PHC | LOC | | | \$ |
| AUTOMOBILE LIABILITY | | | | | |
| <input checked="" type="checkbox"/> | ANY AUTO | | | | COMBINED SINGLE LIMIT (Ea accident) \$ 500K |
| | ALL OWNED AUTOS | | | | BODILY INJURY (Per person) \$ |
| | SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | Hired AUTOS | | | | PROPERTY DAMAGE (Per accident) \$ |
| | NON-OWNED AUTOS | | | | \$ |
| | | | | | \$ |
| UMBRELLA LIAB <input type="checkbox"/> OCCUR | | | | | |
| <input type="checkbox"/> | EXCESS LIAB | <input type="checkbox"/> | | | EACH OCCURRENCE \$ |
| | | CLAIMS-MADE | | | AGGREGATE \$ |
| | DEDUCTIBLE | | | | \$ |
| | RETENTION \$ | | | | \$ |
| Note: | | | | | |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below. | | Y/N <input type="checkbox"/> N/A | When applicable, the Insured shall provide a copy of authorized certificate or | | <input checked="" type="checkbox"/> WORKERS COMPENSATION LIMITS <input type="checkbox"/> OTHER |
| | | | | | E.L. EACH ACCIDENT \$ 100,000 |
| | | | | | E.L. DISEASE - EA EMPLOYEE \$ 100,000 |
| | | | | | E.L. DISEASE - POLICY LIMIT \$ 300,000 |
| Workers Compensation Exemption | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Margate additional insured for General Liability Only

| CERTIFICATE HOLDER | CANCELLATION |
|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The City of Margate (Department Name) 5790 Margate Blvd Margate, Florida 33083</p> | <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> |
| | <p>AUTHORIZED REPRESENTATIVE</p> |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2022

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 have ADDITIONAL INSURED provisions or 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
The Graham Company
The Graham Building
1 Penn Square West
Philadelphia PA 19102-

CONTACT NAME: Daria Ward/Brett Nealis

PHONE (A/C, No, Ext): 215-701-5433

FAX (A/C, No):

E-MAIL ADDRESS: Kilgariff_Unit@grahamco.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : AIG Speciality Insurance Co.

26883

INSURER B : National Union Fire Ins. Co. of Pittsburgh, PA

19445

INSURER C : Redwood Fire & Casualty Insurance

11673

INSURER D :

INSURER E :

INSURER F :

INSURED
Sterling Water Technologies, LLC
902 S. High Street
Columbia, TN 38401

GEORSCO-01

COVERAGES

CERTIFICATE NUMBER: 1382941433

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 INSD 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 checked="" type="checkbox"/> LOC OTHER: | | EG14260729-04 | 5/31/2022 | 5/31/2023 | 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 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | CA 4416733 | 5/31/2022 | 5/31/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | EGU14260730-04 | 5/31/2022 | 5/31/2023 | EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N N/A | GEWC323991 | 5/31/2022 | 5/31/2023 | <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 |
| A | Pollution Liability | | EG14260729-04 | 5/31/2022 | 5/31/2023 | Per Claim Aggregate \$1,000,000 \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
COMP/COLL DEDUCTIBLES: \$2,000 Deductible PPT's, Light/Medium Trucks, and Trailers, Heavy/Extra Heavy Trucks, and Tractors
MCS-90 coverage applies on the above referenced Automobile Liability Policy.

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage

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

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02/20/13



Certificate of Registration

DR-11
R. 10/12

Issued Pursuant to Chapter 212, Florida Statutes

78-8015792936-5

Certificate Number

01/05/12

Registration Effective Date

This certifies that

STERLING WATER TECHNOLOGIES LLC
14 W 7TH ST STE 300
COLUMBIA TN 38401-3214

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

Business Partner Number

3691722

Use this number when contacting the Department. Do **not** use this number for resale purposes.

STERLING WATER TECHNOLOGIES LLC
ATTN RUTH CAMPOS
3015 STATE RD
CROYDON PA 19021-6962

Phone Numbers & Contact for Orders & Emergencies:

| | |
|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Order Entry: 800-426-2428 (8 a.m. – 5 p.m.) | Contact: Beverly Robinson, Customer Service Manager Carrie Hall, Chemical Application Specialist |
| Emergencies: 931-540-1334 | <p>Sterling Water Technologies LLC is open Monday through Friday, 5 a.m. – 9:00 p.m. In the event of an emergency after business hours, please call our voice mail system and leave a detailed message and an on-call manager will get back to you.</p> <p>Also, call Chemtrec for chemical emergencies 24 hours per day at 800-424-9300</p> |

All emergencies related to these chemicals will be initially dealt with by either Chemtrec or the BASF Hotline. Contacts are found in Section One of the BASF MSDS attached to this bid submittal. Subsequent to that, the “EMERGENCY” will dictate any further actions or follow up by the proper person or first responder.



August 04, 2022

Qualifications and Experience Statement


Bid Due: August 10, 2022 @ 11:00 AM
Bid Title: 2022-009; Furnish and Deliver Ciba Only Zetag 7878FS40 & Ciba Only Magnafloc LT 25

Sterling Water Technologies has been active in the chemical distribution and technical support business since 1868 and has maintained our headquarters, warehouse and offices at 3015 State Road, Croydon, PA since 1984. In addition, we have grown over the years and now operate out of three additional facilities throughout the region. We have over 500,000 square feet of warehouse and tank farm space as well as 24 tractors, 43 trucks/trailers and 16 tankers.

We are a current supplier to many water and wastewater facilities throughout the Mid-Atlantic and New England regions as well as many large industrial manufacturing facilities in the eastern U.S.

Respectfully submitted,

Bid Administration Department
Sterling Water Technologies

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| | | Print Date: 07/16/2020 |
| Magnaflow™ LT25 FLOCCULANT ™ Trademark, Solenis or its subsidiaries or affiliates, registered in various countries 932775 | | SDS Number: R1200602 Version: 2.0 |

SECTION 1. IDENTIFICATION

Product identifier

Trade name

Magnaflow™ LT25
FLOCCULANT
™ Trademark, Solenis or its subsidiaries or affiliates,
registered in various countries

Recommended use of the chemical and restrictions on use

Use of the Substance/Mixture : Flocculating agent

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Details of the supplier of the safety data sheet Solenis LLC 500 Hercules Road Wilmington, Delaware 19808 United States of America (USA) RegulatoryRequestsNA@solenis.com | Emergency telephone number 1-844-SOLENIS (844-765-3647) Product Information Contact your local Solenis representative |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|

SECTION 2. HAZARDS IDENTIFICATION

GHS classification in accordance with 29 CFR 1910.1200

This material is not considered hazardous under the OSHA Hazard Communication Standard (HazCom 2012).

GHS label elements

This material is not considered hazardous under the OSHA Hazard Communication Standard (HazCom 2012).

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS


Substance / Mixture : Mixture

Components

No hazardous ingredients

SECTION 4. FIRST AID MEASURES

General advice : No hazards which require special first aid measures.

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- | | |
|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If inhaled | : If breathed in, move person into fresh air. : If unconscious, place in recovery position and seek medical advice. : If symptoms persist, call a physician. |
| In case of skin contact | : First aid is not normally required. However, it is recommended that exposed areas be cleaned by washing with soap and water. |
| In case of eye contact | : Remove contact lenses. : Protect unharmed eye. |
| If swallowed | : Do not give milk or alcoholic beverages. : Never give anything by mouth to an unconscious person. : If symptoms persist, call a physician. |
| Most important symptoms and effects, both acute and delayed | : No symptoms known or expected. |
| Notes to physician | : No hazards which require special first aid measures. |

SECTION 5. FIREFIGHTING MEASURES

- | | |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Suitable extinguishing media | : Use extinguishing measures that are appropriate to local circumstances and the surrounding environment. Water spray Foam |
| Specific hazards during firefighting | : Organic dusts at sufficient concentration can form explosive mixtures in air. : Do not allow run-off from fire fighting to enter drains or water courses. |
| Hazardous combustion products | : Carbon monoxide : Carbon dioxide (CO2) : Nitrogen oxides (NOx) |
| Specific extinguishing methods | : Product is compatible with standard fire-fighting agents. |
| Further information | : Standard procedure for chemical fires. |
| Special protective equipment for firefighters | : In the event of fire, wear self-contained breathing apparatus. |

SECTION 6. ACCIDENTAL RELEASE MEASURES

- | | |
|------------------------------------------------|----------------------------------------------------|
| Personal precautions, protective equipment and | : Avoid dust formation. : Avoid breathing dust. |
|------------------------------------------------|----------------------------------------------------|

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emergency procedures Persons not wearing protective equipment should be excluded from area of spill until clean-up has been completed.
Comply with all applicable federal, state, and local regulations.

Environmental precautions : Prevent further leakage or spillage if safe to do so.

Methods and materials for containment and cleaning up : Pick up and arrange disposal without creating dust.
Keep in suitable, closed containers for disposal.

SECTION 7. HANDLING AND STORAGE

Advice on protection against fire and explosion : Take measures to prevent the build up of electrostatic charge.
Provide appropriate exhaust ventilation at places where dust is formed.

Advice on safe handling : Avoid dust formation.
Smoking, eating and drinking should be prohibited in the application area.
For personal protection see section 8.

Conditions for safe storage : No smoking.
Electrical installations / working materials must comply with the technological safety standards.

Materials to avoid : No materials to be especially mentioned.

Further information on storage stability : Keep in a dry place.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters


Contains no substances with occupational exposure limit values.

Engineering measures : Provide appropriate exhaust ventilation at places where dust is formed.
General room ventilation should be adequate for normal conditions of use. However, if unusual operating conditions exist, provide sufficient mechanical (general and/or local exhaust) ventilation to maintain exposure below exposure guidelines (if applicable) or below levels that cause known, suspected or apparent adverse effects.

Personal protective equipment

Respiratory protection : No personal respiratory protective equipment normally required.

Eye protection : Safety glasses

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Skin and body protection : Wear as appropriate:
Safety shoes
Wear resistant gloves (consult your safety equipment supplier).

Hygiene measures : Avoid breathing dust.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance : powder

Colour : off-white

Odour : odourless

Odour Threshold : No applicable information available.

pH : 6 - 8
Concentration: 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/freezing point : not determined

Boiling point/boiling range : Not applicable

Flash point : Not applicable

Evaporation rate : No data available

Flammability (solid, gas) : Not classified as a flammability hazard
Not combustible Dust

Self-ignition : not self-igniting

Upper explosion limit / Upper flammability limit : not determined

Lower explosion limit / Lower flammability limit : not determined


Vapour pressure : not determined

Relative vapour density : No data available

Relative density : Not applicable

Density : Not applicable

Solubility(ies)

| | |
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Water solubility : Forms a viscous solution.

Solubility in other solvents : No applicable information available.

Partition coefficient: n-octanol/water : No data available

Decomposition temperature : No data available

Viscosity

Viscosity, dynamic : not applicable, the product is a solid

Viscosity, kinematic : No data available

Explosive properties : Not explosive

Oxidizing properties : not fire-propagating

SECTION 10. STABILITY AND REACTIVITY

Reactivity : No decomposition if stored and applied as directed.

Chemical stability : Stable under recommended storage conditions.

Possibility of hazardous reactions : Product will not undergo hazardous polymerization.

Conditions to avoid : Keep away from heat, flame, sparks and other ignition sources.

Incompatible materials : Strong oxidizing agents

Hazardous decomposition products : Carbon monoxide
Carbon dioxide (CO₂)
Nitrogen oxides (NO_x)

SECTION 11. TOXICOLOGICAL INFORMATION

Acute toxicity


Not classified based on available information.

Product:

Acute oral toxicity : LD50 (Rat): > 5,000 mg/kg
Method: Acute toxicity estimate

Skin corrosion/irritation

Not classified based on available information.

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Product:

Species : Rabbit
Method : OECD Test Guideline 404
Result : No skin irritation

Serious eye damage/eye irritation

Not classified based on available information.

Product:

Species : Rabbit
Result : No eye irritation

Remarks : Unlikely to cause eye irritation or injury.
Product dust may be irritating to eyes, skin and respiratory system.

Respiratory or skin sensitisation

Skin sensitisation

Not classified based on available information.

Respiratory sensitisation

Not classified based on available information.

Germ cell mutagenicity

Not classified based on available information.

Carcinogenicity

Not classified based on available information.

IARC No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

OSHA No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Reproductive toxicity

Not classified based on available information.

STOT - single exposure

Not classified based on available information.

STOT - repeated exposure


Not classified based on available information.

Aspiration toxicity

Not classified based on available information.

Further information

Product:

| | | |
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Remarks : No data available

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity

Product:

- Toxicity to fish : LC 50 (Oncorhynchus mykiss): > 100 mg/l
Exposure time: 96 h
Test Type: static test
- Toxicity to daphnia and other aquatic invertebrates : LC 50 (Water flea (Daphnia magna)): > 100 mg/l
Exposure time: 48 h

Ecotoxicology Assessment

- Acute aquatic toxicity : Not classified based on available information.
- Chronic aquatic toxicity : Not classified based on available information.

Persistence and degradability

Product:

- Biodegradability : Result: Not readily biodegradable.

Bioaccumulative potential

No data available

Mobility in soil

No data available

Other adverse effects

Product:

- Additional ecological information : No data available


SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

- Waste from residues : Dispose of in accordance with all applicable local, state and federal regulations.
- Contaminated packaging : Empty remaining contents.

SECTION 14. TRANSPORT INFORMATION

International Regulations

| | |
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IATA-DGR

Not regulated as a dangerous good

IMDG-Code

Not regulated as a dangerous good

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable for product as supplied.

National Regulations

49 CFR

Not regulated as a dangerous good

Special precautions for user

The transport classification(s) provided herein are for informational purposes only, and solely based upon the properties of the unpackaged material as it is described within this Safety Data Sheet. Transportation classifications may vary by mode of transportation, package sizes, and variations in regional or country regulations.

SECTION 15. REGULATORY INFORMATION

EPCRA - Emergency Planning and Community Right-to-Know Act

SARA 302 Extremely Hazardous Substances Threshold Planning Quantity

This material does not contain any components with a section 302 EHS TPQ.

SARA 311/312 Hazards : No SARA Hazards


SARA 313 : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

California Prop. 65

WARNING! This product contains a chemical known to the State of California to cause cancer
WARNING: This product contains a chemical known to the State of California to cause birth defects or other reproductive harm.

The components of this product are reported in the following inventories:

| | |
|-------|----------------------------------------------------------|
| NZIoC | : On the inventory, or in compliance with the inventory |
| TSCA | : All substances listed as active on the TSCA inventory |
| AICS | : On the inventory, or in compliance with the inventory |
| DSL | : All components of this product are on the Canadian DSL |
| KECI | : Not in compliance with the inventory |
| PICCS | : On the inventory, or in compliance with the inventory |
| ENCS | : On the inventory, or in compliance with the inventory |

| | |
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|  SOLENIS <small>Strong bonds. Trusted solutions.</small> | Page: 9 |
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IECSC : On the inventory, or in compliance with the inventory

TCSI : Not in compliance with the inventory

TSCA list

No substances are subject to a Significant New Use Rule.

No substances are subject to TSCA 12(b) export notification requirements.


SECTION 16. OTHER INFORMATION

Further information

Revision Date : 07/06/2020

Full text of other abbreviations

AICS - Australian Inventory of Chemical Substances; ASTM - American Society for the Testing of Materials; bw - Body weight; CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act; CMR - Carcinogen, Mutagen or Reproductive Toxicant; DIN - Standard of the German Institute for Standardisation; DOT - Department of Transportation; DSL - Domestic Substances List (Canada); ECx - Concentration associated with x% response; EHS - Extremely Hazardous Substance; ELx - Loading rate associated with x% response; EmS - Emergency Schedule; ENCS - Existing and New Chemical Substances (Japan); ErCx - Concentration associated with x% growth rate response; ERG - Emergency Response Guide; GHS - Globally Harmonized System; GLP - Good Laboratory Practice; HMIS - Hazardous Materials Identification System; IARC - International Agency for Research on Cancer; IATA - International Air Transport Association; IBC - International Code for the Construction and Equipment of Ships carrying Dangerous Chemicals in Bulk; IC50 - Half maximal inhibitory concentration; ICAO - International Civil Aviation Organization; IECSC - Inventory of Existing Chemical Substances in China; IMDG - International Maritime Dangerous Goods; IMO - International Maritime Organization; ISHL - Industrial Safety and Health Law (Japan); ISO - International Organisation for Standardization; KECI - Korea Existing Chemicals Inventory; LC50 - Lethal Concentration to 50 % of a test population; LD50 - Lethal Dose to 50% of a test population (Median Lethal Dose); MARPOL - International Convention for the Prevention of Pollution from Ships; MSHA - Mine Safety and Health Administration; n.o.s. - Not Otherwise Specified; NFPA - National Fire Protection Association; NO(A)EC - No Observed (Adverse) Effect Concentration; NO(A)EL - No Observed (Adverse) Effect Level; NOELR - No Observable Effect Loading Rate; NTP - National Toxicology Program; NZIoC - New Zealand Inventory of Chemicals; OECD - Organization for Economic Co-operation and Development; OPPTS - Office of Chemical Safety and Pollution Prevention; PBT - Persistent, Bioaccumulative and Toxic substance; PICCS - Philippines Inventory of Chemicals and Chemical Substances; (Q)SAR - (Quantitative) Structure Activity Relationship; RCRA - Resource Conservation and Recovery Act; REACH - Regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals; RQ - Reportable Quantity; SADT - Self-Accelerating Decomposition Temperature; SARA - Superfund Amendments and Reauthorization Act; SDS - Safety Data Sheet; TCSI - Taiwan Chemical Substance Inventory; TSCA - Toxic Substances Control Act (United States); UN - United Nations; UNRTDG - United Nations

| | |
|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
|  Strong bonds. Trusted solutions. | Page: 10 |
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Recommendations on the Transport of Dangerous Goods; vPvB - Very Persistent and Very Bioaccumulative

Sources of key data used to compile the Safety Data Sheet

Key literature references and sources of data


SOLENIS Internal data

SOLENIS internal data including own and sponsored test reports

The UNECE administers regional agreements implementing harmonised classification for labelling (GHS) and transport.

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text. This SDS has been prepared by the Solenis Environmental Health and Safety Department.


US / EN

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|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
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| | Revision Date: 07/23/2021 Print Date: 02/28/2022 |
| Zetag™ 7878FS40 FLOCCULANT ™ Trademark, Solenis or its subsidiaries or affiliates, registered in various countries 932964 | SDS Number: R1201188 Version 1.1 |

SECTION 1. IDENTIFICATION

Product identifier

Trade name

 Zetag™ 7878FS40
FLOCCULANT
™ Trademark, Solenis or its subsidiaries or affiliates,
registered in various countries

Product and Technical Support Supplied by:



GEORGE S. COYNE CHEMICAL CO., INC.
3015 STATE ROAD
CROYDON, PA 19021

Order Entry: 800-523-1230 or orders@coynechemical.com

Recommended use of the chemical and restrictions on use

Use of the Substance/Mixture : Flocculating agent

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Details of the supplier of the safety data sheet Solenis LLC 500 Hercules Road Wilmington, Delaware 19808 United States of America (USA) RegulatoryRequestsNA@solenis.com | Emergency telephone number 1-844-SOLENIS (844-765-3647) Product Information Contact your local Solenis representative |
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SECTION 2. HAZARDS IDENTIFICATION

GHS classification in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200)

Skin irritation : Category 2

Eye irritation : Category 2A

GHS label elements


Hazard pictograms



Signal word : Warning

Hazard statements : H315 Causes skin irritation.
H319 Causes serious eye irritation.

Precautionary statements : **Prevention:**
P264 Wash skin thoroughly after handling.
P280 Wear protective gloves/ eye protection/ face protection.

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Response:

P302 + P352 IF ON SKIN: Wash with plenty of soap and water.
P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P332 + P313 If skin irritation occurs: Get medical advice/attention.
P337 + P313 If eye irritation persists: Get medical advice/attention.
P362 Take off contaminated clothing and wash before reuse.

Other hazards

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Components


| Chemical name | CAS-No. | Classification | Concentration (%) |
|---------------------------------------------------------------------|------------|-------------------------------------------------------------------------------------------------------|-------------------|
| DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTA | 64742-52-5 | This material is not considered hazardous under the OSHA Hazard Communication Standard (HazCom 2012). | >= 30 - < 40 |
| Alcohols, C11-14-iso-, C13-rich, ethoxylated propoxylated | 78330-23-1 | Skin Irrit. 2; H315 Eye Irrit. 2A; H319 | >= 1.5 - < 5 |
| Distillates (petroleum), hydrotreated light; Kerosine - unspecified | 64742-47-8 | This material is not considered hazardous under the OSHA Hazard Communication Standard (HazCom 2012). | >= 1.5 - < 5 |
| ADIPIC ACID | 124-04-9 | Eye Irrit. 2A; H319 | >= 1 - < 1.5 |

Actual concentration is withheld as a trade secret

SECTION 4. FIRST AID MEASURES

General advice


- ⓘ Move out of dangerous area.
- Show this safety data sheet to the doctor in attendance.
- Do not leave the victim unattended.

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| If inhaled | : If breathed in, move person into fresh air. If unconscious, place in recovery position and seek medical advice. If symptoms persist, call a physician. |
| In case of skin contact | : Remove contaminated clothing. If irritation develops, get medical attention. If on skin, rinse well with water. Wash contaminated clothing before re-use. |
| In case of eye contact | : Immediately flush eye(s) with plenty of water. Remove contact lenses. Protect unharmed eye. |
| If swallowed | : IF SWALLOWED: Call a POISON CENTER/ doctor if you feel unwell. Do not give milk or alcoholic beverages. Never give anything by mouth to an unconscious person. If symptoms persist, call a physician. |
| Most important symptoms and effects, both acute and delayed | : Causes skin irritation. Causes serious eye irritation. Signs and symptoms of exposure to this material through breathing, swallowing, and/or passage of the material through the skin may include: stomach or intestinal upset (nausea, vomiting, diarrhea) irritation (nose, throat, airways) |
| Notes to physician | : No hazards which require special first aid measures. |

SECTION 5. FIREFIGHTING MEASURES

| | |
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| Suitable extinguishing media | : Use extinguishing measures that are appropriate to local circumstances and the surrounding environment. Water spray Foam Carbon dioxide (CO2) Dry chemical |
| Unsuitable extinguishing media | : High volume water jet |
| Specific hazards during firefighting | : If product is heated above its flash point it will produce vapors sufficient to support combustion. Vapors are heavier than air and may travel along the ground and be ignited by heat, pilot lights, other flames and ignition sources at locations near the point of release. Do not allow run-off from fire fighting to enter drains or water courses. |
| Hazardous combustion | : Carbon monoxide |

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products

Carbon dioxide (CO₂)
Nitrogen oxides (NO_x)
toxic monomer fumes
Hydrocarbons

Specific extinguishing
methods

: Product is compatible with standard fire-fighting agents.

Further information

: Fire residues and contaminated fire extinguishing water must
be disposed of in accordance with local regulations.

Special protective equipment
for firefighters

: In the event of fire, wear self-contained breathing apparatus.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions,
protective equipment and
emergency procedures

: Use personal protective equipment.
Persons not wearing protective equipment should be excluded
from area of spill until clean-up has been completed.
Comply with all applicable federal, state, and local regulations.

Environmental precautions

: Prevent product from entering drains.
Prevent further leakage or spillage if safe to do so.
If the product contaminates rivers and lakes or drains inform
respective authorities.

Methods and materials for
containment and cleaning up

: Soak up with inert absorbent material (e.g. sand, silica gel,
acid binder, universal binder, sawdust).
Keep in suitable, closed containers for disposal.

SECTION 7. HANDLING AND STORAGE

Advice on protection against
fire and explosion


: Normal measures for preventive fire protection.

Advice on safe handling

: Do not breathe vapours/dust.
Do not smoke.
Container hazardous when empty.
Avoid contact with skin and eyes.
Smoking, eating and drinking should be prohibited in the
application area.
For personal protection see section 8.
Dispose of rinse water in accordance with local and national
regulations.

Conditions for safe storage

: Keep container tightly closed in a dry and well-ventilated
place.
Containers which are opened must be carefully resealed and
kept upright to prevent leakage.
Electrical installations / working materials must comply with

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the technological safety standards.

Further information on
storage stability

: No decomposition if stored and applied as directed.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

| Components | CAS-No. | Value type (Form of exposure) | Control parameters / Permissible concentration | Basis |
|---------------------------------------------------------------------------|------------|---------------------------------------------|---------------------------------------------------|-----------|
| DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTA | 64742-52-5 | TWA (Mist) | 5 mg/m3 | OSHA Z-1 |
| | | TWA (Inhalable particulate matter) | 5 mg/m3 | ACGIH |
| | | TWA (Mist) | 5 mg/m3 | OSHA P0 |
| | | TWA (Mist) | 5 mg/m3 | NIOSH REL |
| | | ST (Mist) | 10 mg/m3 | NIOSH REL |
| Distillates (petroleum), hydrotreated light; Kerosine - unspecified | 64742-47-8 | TWA (Mist) | 5 mg/m3 | OSHA Z-1 |
| | | TWA | 200 mg/m3 (total hydrocarbon vapor) | ACGIH |
| | | TWA (Mist) | 5 mg/m3 | OSHA P0 |
| | | TWA (Mist) | 5 mg/m3 | NIOSH REL |
| | | ST (Mist) | 10 mg/m3 | NIOSH REL |
| ADIPIC ACID | 124-04-9 | TWA | 5 mg/m3 | ACGIH |

Engineering measures

: Provide sufficient mechanical (general and/or local exhaust) ventilation to maintain exposure below exposure guidelines (if applicable) or below levels that cause known, suspected or apparent adverse effects.

Personal protective equipment


Hand protection

Remarks

: The suitability for a specific workplace should be discussed with the producers of the protective gloves.

Eye protection


: Wear chemical splash goggles when there is the potential for exposure of the eyes to liquid, vapor or mist.

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- Skin and body protection : Wear as appropriate:
Impervious clothing
Safety shoes
Choose body protection according to the amount and concentration of the dangerous substance at the work place.
Discard gloves that show tears, pinholes, or signs of wear
Wear resistant gloves (consult your safety equipment supplier).
- Hygiene measures : Wash hands before breaks and at the end of workday.
When using do not eat or drink.
When using do not smoke.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES


- Appearance : liquid
- Colour : off-white
- Odour : hydrocarbon-like
- Odour Threshold : No data available
No data available
- pH : 3.9 - 4.4 (77 °F / 25 °C)
- Melting point/freezing point : No data available
- Boiling point/boiling range : > 212 °F / > 100 °C
- Flash point : > 212 °F / > 100 °C
- Evaporation rate : No data available
- Flammability (solid, gas) : not highly flammable
- Self-ignition : No data available
- Upper explosion limit / Upper flammability limit : No data available
- Lower explosion limit / Lower flammability limit : No data available
- Vapour pressure : The product has not been tested.

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| Relative vapour density | : No data available |
| Relative density | : No data available |
| Density | : ca. 1.1 g/cm ³ (68 °F / 20 °C) |
| Solubility(ies) | |
| Water solubility | : dispersible |
| Solubility in other solvents | : No data available |
| | No data available |
| Partition coefficient: n-octanol/water | : No data available |
| Decomposition temperature | : No data available |
| Viscosity | |
| Viscosity, dynamic | : ca. 300 mPa.s |
| Viscosity, kinematic | : No data available |
| | No data available |
| Explosive properties | : Not explosive |
| Oxidizing properties | : not fire-propagating |

SECTION 10. STABILITY AND REACTIVITY

| | |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Reactivity | : No decomposition if stored and applied as directed. |
| Chemical stability | : Stable under recommended storage conditions. |
| Possibility of hazardous reactions | : Product will not undergo hazardous polymerization. |
| Conditions to avoid | : excessive heat Heat, flames and sparks. |
| Incompatible materials | : Strong acids strong alkalis Strong oxidizing agents |
| Hazardous decomposition products | : Carbon monoxide Carbon dioxide (CO ₂) Nitrogen oxides (NO _x) No hazardous decomposition products are known. Hydrocarbons toxic monomer fumes |

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SECTION 11. TOXICOLOGICAL INFORMATION

Acute toxicity

Not classified based on available information.

Product:

Acute oral toxicity : LD50 (Rat): > 2,000 mg/kg

Acute dermal toxicity : Remarks: No data available

Components:

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHA:

Acute oral toxicity : LD50 (Rat): > 5 g/kg

Acute inhalation toxicity : LC50 (Rat): > 5.53 mg/l
Exposure time: 4 h
Test atmosphere: dust/mist
Method: OECD Test Guideline 403
Assessment: Not classified as acutely toxic by inhalation under GHS.

Acute dermal toxicity : LD50 (Rabbit): > 2,000 mg/kg
Assessment: Not classified as acutely toxic by dermal absorption under GHS.
Remarks: No mortality observed at this dose.

ADIPIC ACID:

Acute oral toxicity : LD50 (Rat): 5,560 mg/kg

Acute inhalation toxicity : LC 50 (Rat): > 7.7 mg/l
Exposure time: 4 h
Test atmosphere: dust/mist
Assessment: No adverse effect has been observed in acute inhalation toxicity tests.

Acute dermal toxicity : LD50 (Rabbit): > 7,940 mg/kg


Skin corrosion/irritation

Causes skin irritation.

Product:

Species : Rabbit
Result : irritating

Remarks : May cause skin irritation and/or dermatitis.

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Components:

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTA:

Species : Rabbit
Result : Not irritating to skin

Alcohols, C11-14-iso-, C13-rich, ethoxylated propoxylated:

ADIPIIC ACID:

Result : Mildly irritating to skin

Serious eye damage/eye irritation

Causes serious eye irritation.

Product:

Species : Rabbit
Result : Irritating to eyes.

Remarks : Vapours may cause irritation to the eyes, respiratory system and the skin.
Causes serious eye irritation.

Components:

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTA:

Species : Rabbit
Result : Mildly irritating to eyes

Alcohols, C11-14-iso-, C13-rich, ethoxylated propoxylated:

ADIPIIC ACID:

Result : Severely irritating to eyes

Respiratory or skin sensitisation

Skin sensitisation

Not classified based on available information.

Respiratory sensitisation

Not classified based on available information.


Product:

Remarks : No data available

Components:

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTA:

Species : Guinea pig

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Method : OECD Test Guideline 406

Germ cell mutagenicity

Not classified based on available information.

Product:

Genotoxicity in vitro : Remarks: No data available

Carcinogenicity

Not classified based on available information.

IARC No component of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

OSHA No component of this product present at levels greater than or equal to 0.1% is on OSHA's list of regulated carcinogens.

NTP No component of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

Reproductive toxicity

Not classified based on available information.

STOT - single exposure

Not classified based on available information.

STOT - repeated exposure

Not classified based on available information.

Aspiration toxicity

Not classified based on available information.

Further information

Product:

Remarks : No data available

SECTION 12. ECOLOGICAL INFORMATION


Ecotoxicity

Product:

Toxicity to fish : LC50 (Fish): > 10 - 100 mg/l
Exposure time: 96 h
Test Type: static test

Toxicity to daphnia and other aquatic invertebrates : EC50 (Daphnia (water flea)): > 100 mg/l
Exposure time: 48 h

Ecotoxicology Assessment

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Acute aquatic toxicity : Acute aquatic toxicity Category 3; Harmful to aquatic life.

Chronic aquatic toxicity : Chronic aquatic toxicity Category 3; Harmful to aquatic life with long lasting effects.

Components:

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHA:

Toxicity to fish : LL50 (Pimephales promelas (fathead minnow)): > 100 mg/l
Exposure time: 96 h
Test Type: static test
Test substance: WAF
Method: OECD Test Guideline 203

Toxicity to daphnia and other aquatic invertebrates : EL50 (Daphnia magna (Water flea)): > 10,000 mg/l
Exposure time: 48 h
Test Type: static test
Test substance: WAF
Method: OECD Test Guideline 202

Toxicity to algae/aquatic plants : NOEL (Pseudokirchneriella subcapitata (green algae)): >= 100 mg/l
End point: Growth inhibition
Exposure time: 72 h
Test Type: static test
Test substance: WAF
Method: OECD Test Guideline 201

Toxicity to daphnia and other aquatic invertebrates (Chronic toxicity) : NOEL (Daphnia (water flea)): 10 mg/l
Exposure time: 21 d
Test Type: semi-static test
Test substance: WAF
Method: OECD Test Guideline 211

Alcohols, C11-14-iso-, C13-rich, ethoxylated propoxylated:

Ecotoxicology Assessment

Acute aquatic toxicity : Toxic to aquatic life.


Chronic aquatic toxicity : Toxic to aquatic life with long lasting effects.

ADIPIC ACID:

Toxicity to fish : LC50 (Pimephales promelas (fathead minnow)): 97 mg/l
Exposure time: 96 h
Method: Static
Remarks: Mortality

LC50 (Danio rerio (zebra fish)): 1,000 mg/l
Exposure time: 96 h

Toxicity to daphnia and other : EC50 (Daphnia magna (Water flea)): 85.6 mg/l

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aquatic invertebrates

Exposure time: 48 h

Persistence and degradability

Product:

Biodegradability : Remarks: At natural pHs (>6), the polymer degrades due to the hydrolysis to more than 70% in 28 days.

Stability in water : Hydrolysis: > 70 % (28 d)
Remarks: Hydrolyses readily.

Components:

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHA:

Biodegradability : Result: Inherently biodegradable.
Biodegradation: 31 %
Exposure time: 28 d
Method: OECD Test Guideline 301F

ADIPIC ACID:

Biodegradability : Result: Readily biodegradable.

Bioaccumulative potential

Components:

DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHA:

Partition coefficient: n-octanol/water : Remarks: No data available

ADIPIC ACID:

Partition coefficient: n-octanol/water : log Pow: 0.08

Mobility in soil


Product:

Stability in soil : Remarks: Adsorbs on soil.

Other adverse effects

Product:

Additional ecological information : An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.
Harmful to aquatic life with long lasting effects.

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SECTION 13. DISPOSAL CONSIDERATIONS

Disposal methods

Waste from residues

- : The product should not be allowed to enter drains, water courses or the soil.
Do not contaminate ponds, waterways or ditches with chemical or used container.
Send to a licensed waste management company.

Dispose of in accordance with all applicable local, state and federal regulations.

Contaminated packaging

- : Empty remaining contents.
Dispose of as unused product.
Empty containers should be taken to an approved waste handling site for recycling or disposal.
Do not re-use empty containers.

SECTION 14. TRANSPORT INFORMATION

International Regulations

IATA-DGR

Not regulated as a dangerous good

IMDG-Code

Not regulated as a dangerous good

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable for product as supplied.

National Regulations

49 CFR

Not regulated as a dangerous good

Special precautions for user

The transport classification(s) provided herein are for informational purposes only, and solely based upon the properties of the unpackaged material as it is described within this Safety Data Sheet. Transportation classifications may vary by mode of transportation, package sizes, and variations in regional or country regulations.

SECTION 15. REGULATORY INFORMATION


EPCRA - Emergency Planning and Community Right-to-Know Act

SARA 302 Extremely Hazardous Substances Threshold Planning Quantity

This material does not contain any components with a section 302 EHS TPQ.

SARA 311/312 Hazards

- : Skin corrosion or irritation
Serious eye damage or eye irritation

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SARA 313

- : This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

California Prop. 65

Proposition 65 warnings are not required for this product based on the results of a risk assessment.

The components of this product are reported in the following inventories:

- NZIoC : On the inventory, or in compliance with the inventory
- AIIC : Not in compliance with the inventory
- DSL : All components of this product are on the Canadian DSL
- PICCS : Not in compliance with the inventory
- ENCS : On the inventory, or in compliance with the inventory
- KECI : On the inventory, or in compliance with the inventory
- IECSC : On the inventory, or in compliance with the inventory
- TCSI : Not in compliance with the inventory
- TSCA : On TSCA Inventory

TSCA list

No substances are subject to a Significant New Use Rule.

No substances are subject to TSCA 12(b) export notification requirements.

SECTION 16. OTHER INFORMATION

Further information


Revision Date : 07/23/2021

Full text of H-Statements

- H315 : Causes skin irritation.
- H319 : Causes serious eye irritation.

Full text of other abbreviations

- Eye Irrit. : Eye irritation
- Skin Irrit. : Skin irritation
- ACGIH : USA. ACGIH Threshold Limit Values (TLV)
- NIOSH REL : USA. NIOSH Recommended Exposure Limits

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| OSHA P0 | : USA. OSHA - TABLE Z-1 Limits for Air Contaminants - 1910.1000 |
| OSHA Z-1 | : USA. Occupational Exposure Limits (OSHA) - Table Z-1 Limits for Air Contaminants |
| ACGIH / TWA | : 8-hour, time-weighted average |
| NIOSH REL / TWA | : Time-weighted average concentration for up to a 10-hour workday during a 40-hour workweek |
| NIOSH REL / ST | : STEL - 15-minute TWA exposure that should not be exceeded at any time during a workday |
| OSHA P0 / TWA | : 8-hour time weighted average |
| OSHA Z-1 / TWA | : 8-hour time weighted average |

AIIIC - Australian Inventory of Industrial Chemicals; ASTM - American Society for the Testing of Materials; bw - Body weight; CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act; CMR - Carcinogen, Mutagen or Reproductive Toxicant; DIN - Standard of the German Institute for Standardisation; DOT - Department of Transportation; DSL - Domestic Substances List (Canada); ECx - Concentration associated with x% response; EHS - Extremely Hazardous Substance; ELx - Loading rate associated with x% response; EmS - Emergency Schedule; ENCS - Existing and New Chemical Substances (Japan); ErCx - Concentration associated with x% growth rate response; ERG - Emergency Response Guide; GHS - Globally Harmonized System; GLP - Good Laboratory Practice; HMIS - Hazardous Materials Identification System; IARC - International Agency for Research on Cancer; IATA - International Air Transport Association; IBC - International Code for the Construction and Equipment of Ships carrying Dangerous Chemicals in Bulk; IC50 - Half maximal inhibitory concentration; ICAO - International Civil Aviation Organization; IECSC - Inventory of Existing Chemical Substances in China; IMDG - International Maritime Dangerous Goods; IMO - International Maritime Organization; ISHL - Industrial Safety and Health Law (Japan); ISO - International Organisation for Standardization; KECI - Korea Existing Chemicals Inventory; LC50 - Lethal Concentration to 50 % of a test population; LD50 - Lethal Dose to 50% of a test population (Median Lethal Dose); MARPOL - International Convention for the Prevention of Pollution from Ships; MSHA - Mine Safety and Health Administration; n.o.s. - Not Otherwise Specified; NFPA - National Fire Protection Association; NO(A)EC - No Observed (Adverse) Effect Concentration; NO(A)EL - No Observed (Adverse) Effect Level; NOELR - No Observable Effect Loading Rate; NTP - National Toxicology Program; NZIoC - New Zealand Inventory of Chemicals; OECD - Organization for Economic Co-operation and Development; OPPTS - Office of Chemical Safety and Pollution Prevention; PBT - Persistent, Bioaccumulative and Toxic substance; PICCS - Philippines Inventory of Chemicals and Chemical Substances; (Q)SAR - (Quantitative) Structure Activity Relationship; RCRA - Resource Conservation and Recovery Act; REACH - Regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals; RQ - Reportable Quantity; SADT - Self-Accelerating Decomposition Temperature; SARA - Superfund Amendments and Reauthorization Act; SDS - Safety Data Sheet; TCSI - Taiwan Chemical Substance Inventory; TSCA - Toxic Substances Control Act (United States); UN - United Nations; UNRTDG - United Nations Recommendations on the Transport of Dangerous Goods; vPvB - Very Persistent and Very Bioaccumulative


Sources of key data used to compile the Safety Data Sheet

Key literature references and sources of data

SOLENIS Internal data

SOLENIS internal data including own and sponsored test reports

The UNECE administers regional agreements implementing harmonised classification for labelling (GHS) and transport.

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| | SDS Number: R1201188 |
| Zetag™ 7878FS40 FLOCCULANT ™ Trademark, Solenis or its subsidiaries or affiliates, registered in various countries 932964 | Version: 1.1 |

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text. This SDS has been prepared by the Solenis Environmental Health and Safety Department.

US / EN



PYM-TDS-EU-Magnafloc LT20 LT25 LT27 LT27AG LT30 LT340

Magnafloc® LT20 / LT25 / LT27 / LT27AG / LT30 / LT340 Flocculants

Description

High molecular weight polyacrylamide-based flocculants, which exhibit varying degrees of ionic charge. They are supplied as free flowing white powders.

Approved by a range of regulatory bodies (see regulatory table).

Chemical structure

Nonionic – Magnafloc LT20 – polyacrylamide

Anionic – Magnafloc LT25, LT27, LT27AG, LT30 and LT340 – co-polymers of acrylamide and sodium acrylate

Principal use

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

Processing and clarification of sugar beet washings and raw cane and beet juice. Enables production of high brilliance juices and high-quality sugar.

| Product | General Flocculation | Treatment of Potable Water | Sugar Processing |
|------------------|----------------------|----------------------------|------------------|
| Magnafloc LT20 | ✓ | ✓ | ✓ |
| Magnafloc LT25 | ✓ | ✓ | ✓ |
| Magnafloc LT27 | ✓ | ✓ | ✓ |
| Magnafloc LT27AG | ✓ | ✓* | ✓ |
| Magnafloc LT30 | ✓ | ✓ | ✓ |
| Magnafloc LT340 | ✓ | ✓ | ✓ |

* Not UK (Application subjected to appropriate registration)

Benefits

- Reduced inorganic coagulant dosage
- Increased clarifier throughput
- Reduced sludge production
- Reduced overall treatment costs
- Increased sugar quality and yield

Treatment Dosing

The UK average and maximum doses for water treatment are set, in accordance with the approval granted by the Secretary for State for the Environment under Regulation 31(4)(a), at 0.25 mg/l and 0.5 mg/l.

The NSF maximum usage level is 1 mg/l.

For sugar applications, the additive identified in paragraph (a) (1) of the FDA 173.5 is used as a flocculant in the clarification of beet sugar juice and liquor or cane sugar juice and liquor or corn starch hydrolyzate in an amount not to exceed 5 parts per million by weight of the juice or 10 parts per million by weight of the liquor or the corn starch hydrolyzate.

Regulatory Approvals/Compliance

| Product | NSF60 | EN1407* | FDA 173.5 | DWI |
|------------------|-------|---------|-----------|-----|
| Magnafloc LT20 | ✓ | ✓ | X | ✓ |
| Magnafloc LT25 | ✓ | ✓ | ✓ | ✓ |
| Magnafloc LT27 | ✓ | ✓ | ✓ | ✓ |
| Magnafloc LT27AG | ✓ | X | ✓ | X |
| Magnafloc LT30 | ✓ | ✓ | ✓ | X |
| Magnafloc LT340 | ✓ | X | X | X |

* polymer active ingredients comply with EN1407

| | |
|--------|-------------------------------------------------------------------------------------------------------------|
| NSF | National Sanitation Foundation |
| EN1407 | European Standard – Treatment of water intended for human consumption |
| FDA | Food and Drug Administration (please contact a sales representative for the applicable Federal Regulations) |
| DWI | Drinking Water Inspectorate (UK) |

Typical properties

| Product | Bulk Density | pH of 1% solution | Free acrylamide | Molecular weight | Ionicity |
|------------------|-------------------------------|-------------------|-------------------|------------------|-------------------|
| Magnafloc LT20 | Approx. 0.7 g/cm ³ | Approx. 5.4 | Less than 0.020 % | Medium | Nonionic |
| Magnafloc LT25 | Approx. 0.7 g/cm ³ | Approx. 7.3 | Less than 0.020 % | Very High | Med Anionic |
| Magnafloc LT27 | Approx. 0.7 g/cm ³ | Approx. 7.3 | Less than 0.020 % | Very High | High Anionic |
| Magnafloc LT27AG | Approx. 0.7 g/cm ³ | Approx. 7.3 | Less than 0.050 % | Ultra High | High Anionic |
| Magnafloc LT30 | Approx. 0.7 g/cm ³ | Approx. 7.3 | Less than 0.020 % | Very High | Very High Anionic |
| Magnafloc LT340 | Approx. 0.7 g/cm ³ | Approx. 7.5 | Less than 0.050 % | Very High | High Anionic |

Storage and Handling

The shelf life of the product is min. 24 months from date of manufacturing if it is stored in its sealed original packaging within the temperature range of 5 to 25 °C in a dry place.

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.

Corrosion towards most standard materials of construction is very low. Stainless steel, fibreglass, polyethylene, polypropylene and rubberised surfaces are recommended. In some cases, aluminium surfaces can be adversely affected.

Very slippery when wet. Please refer to the SDS for methods of removing the polymer.

Technical Service

Account managers 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.

Packaging

This product is available in a variety of packaging sizes. Your Solenis representative will recommend the appropriate packaging for the application.

Important Information

Typical Properties: Refer to the Safety Data Sheet (SDS).

Regulatory Information: Refer to the SDS or contact your sales representative for any additional regulatory and environmental information.

Safety: Solenis maintains an SDS for all of its products. Use the health and safety information contained in the SDS to develop appropriate product handling procedures to protect your employees and customers.

Our SDS should be read and understood by all of your supervisory personnel and employees before using Solenis products in your facilities.

Zetag™ 78 Range Flocculants

Chemical Nature

Co-polymers of acrylamide and quaternized cationic monomer.

| Product | Cationic Charge | Molecular Weight |
|----------------|-----------------|------------------|
| Zetag 7873 | low | high |
| Zetag 7878 | high | high |
| Zetag 7878FS40 | high | medium |
| Zetag 7879 | very high | high |
| Zetag 7879FS40 | very high | medium |

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).

Storage

Under normal, dry 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.

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.

Shipping and Handling

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.

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.

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 SDS. Disposal of product must comply with all national, state and local laws.

Technical Service

Account Managers 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.

Packaging

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September 9, 2019

Performance Chemicals
Paper & Water Chemicals, North America

Subject: Solenis Performance Chemicals – Authorized Distributor for Water and Wastewater

Dear Customer,

This letter is to confirm that George S. Coyne Chemicals Co., Inc. (Coyne Chemical) and Sterling Water Technologies, LLC (Sterling) are the authorized and exclusive distributors for municipal applications, including both drinking water and wastewater, in the following states:

Alabama, Arizona, Connecticut, Delaware, Florida, Georgia, Louisiana, Maine, Maryland, Massachusetts, Mississippi, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Pennsylvania, Rhode Island, South Carolina, Texas, Vermont, Virginia, West Virginia and the southern portions of Nevada and California.

Their exclusivity includes the following Solenis brands: Zetag® series, Magnafloc® LT and Magnafloc® E series (including Magnafloc® LT-7985 coagulant), Magnasol® series, and Burst® series chemical products for water and wastewater applications.

Solenis is a leading global manufacturer of water treatment chemicals and a technology leader in water and wastewater applications. Solenis has production facilities in the United States, United Kingdom, Australia, and China that are focused on chemicals for the water and wastewater markets. Our distribution network ensures that we can provide the best products, technologies and knowledge to the customer at the greatest value.

If you have any questions or concerns, please feel free to reach out to me directly at JGarguilo@solenis.com

Best Regards,
Joe Garguilo 
Associate Sales Manager - Water
Solenis