

**INVITATION TO BID**

Bid Invitation Number: #123-2012

Date of Issue: 08/16/2012

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **08/30/2012**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing  
200 East Main Street, Rm 338  
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: various locations

Bid Security Required:  Yes  No      Performance Bond Required:  Yes  No  
*Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

<b>QTY</b>	<b>Commodity/Service</b>
<b>PCT</b>	<b>Polymer Flocculants</b>
	See specifications

<input checked="" type="checkbox"/> <b>Check One:</b> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<b>Proposed Delivery:</b> 3-4 days after acceptance of bid.
<b>Procurement Card Usage</b>	
<input type="checkbox"/> Yes    The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> No	

Submitted by: 3F Chimica Americas Inc.  
Firm  
4330 Chesapeake Drive.  
Address  
Charlotte NC, 28216  
City, State & Zip

**Bid must be signed:  
(original signature)**

Rosa Almengor / VP of Municipal Relations  
Signature of Authorized Company Representative - Title  
Rosa A. Almengor  
Representative's Name (Typed or printed)  
704-394-8518      704-394-7578  
Area Code - Phone - Extension      Fax #  
ana.almengor@3fchimica.com  
E-Mail Address

*The Affidavit in this bid must be completed before your firm can be considered for award of this contract.*

**AFFIDAVIT**

Comes the Affiant, Rosa A. Almengor, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Rosa A. Almengor and he/she is the individual submitting the bid or is the authorized representative of 3F Chimica Americas, Inc.

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Rosa A. Almengor

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Rosa A. Almengor on this the 28<sup>th</sup> day of August, 2012.

My Commission expires: My Commission Expires December 20, 2016

Shimadecia M. Howell  
NOTARY PUBLIC, STATE AT LARGE

*Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.*

# I. GREEN PROCUREMENT

## A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

### Key Benefits

- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

## B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

N/A  
Go to [www.Greenseal.org](http://www.Greenseal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

## C. GREEN COMMUNITY

N/A  
The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes \_\_\_\_\_ No \_\_\_\_\_

## II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

**"Bid on #123-2012 Polymer Flocculants"**

and addressed to:      Division of Central Purchasing  
                                 200 East Main Street, Room 338  
                                 Lexington, Kentucky 40507

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth

in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources*

*within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*

- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

*Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.*

KRS 45.640 Minimum skills

*Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.*

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances

of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 years from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 2-(1) year renewals upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
- B. Price Changes (Space Checked Applies)
- (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
- 0 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
- 0 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.



EQUAL OPPORTUNITY AGREEMENT

The Law

Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

*Rosalia Almenzar*  
Signature

3F Chimica Americas Inc.  
Name of Business

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

**Bid #123-2012 – Polymer Flocculants**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
  
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
  
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
  
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

**FINANCIAL RESPONSIBILITY**

VENDOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**Required Insurance Coverage**

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Vendor. The cost of such insurance shall be included in any bid:

*See Attached Certificate*

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products Liability, Environmental Casualty and Pollution Liability endorsements unless deemed not to apply by OWNER.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/29/2012

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

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

PRODUCER  Willis of New York, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED  3F Chimica Americas, Inc. 10930 Darracott Road Aberdeen, MS 39730	INSURER A: HDI-Gerling America Insurance Company, US	41343-001
	INSURER B: Travelers Indemnity Company	25658-002
	INSURER C: Commerce and Industry Insurance Company	19410-001
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 18387247 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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		GLD1180701	12/31/2011	12/31/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		BA0943M73911SEL	12/31/2011	12/31/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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	N/A	WC13978674	9/13/2011	9/13/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Lexington Fayette Urban County Government is included as an Additional Insured as respects to General Liability and Auto Liability.

General Liability policy shall be Primary to any other insurance in force for or which may be purchased by Additional Insured.

<b>CERTIFICATE HOLDER</b>  Lexington Fayette Urban County Government 200 East Main Street 3rd Floor, Room 338 Lexington, KY 40507	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  

approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of VENDOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If VENDOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, VENDOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

#### Verification of Coverage

VENDOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

#### Right to Review, Audit and Inspect

VENDOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

#### DEFAULT

VENDOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging VENDOR for any such insurance premiums purchased, or suspending or terminating the work.

00357813

**Specification for Polymer Flocculants**  
**LFUCG Item # 885-77-00-000-0**

**1.0 General Requirements**

Under this contract the successful bidder shall furnish and deliver sludge conditioning chemical (organic polymer flocculants) for use at the West Hickman Creek Wastewater Treatment Plant, 3174 Ashgrove Pike, Nicholasville, Kentucky 40356, and /or the Town Branch Wastewater Treatment Plant, 301 Lisle Industrial Avenue, Lexington, Kentucky 40511, for 365 Days from date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 2 (1) year terms based upon the written agreement of the bidder and the Director of Central Purchasing.

It is the intent to procure only that type of chemical known as organic polymer which is synthetic, high molecular weight, water soluble polyelectrolytes manufactured specifically as flocculants for applications in waste treatment. Only products of the above generic description will be responsive to this specification. Bidders offering a proposal must be recognized manufacturer of, or manufacturer's representative, of the product offered and shall be qualified to advise in its use.

Bids will be considered for dry (solid grade) polymer products for the Town Branch WWTP only. To be used in sludge conditioning (FOR BELT PRESSES). Bids will also be accepted for liquid (emulsion) polymer for the West Hickman WWTP only. To be used in sludge conditioning (FOR BELT PRESSES). Only those types of polymers listed above, containing no formaldehyde, will be considered, and all others will be rejected as non-responsive.

**2.0 Scope**

The successful bidder is to furnish the polyelectrolyte flocculants for the West Hickman Wastewater Treatment Plant and/or the Town Branch Treatment Plant. The cost listed on the proposal form herein shall include all costs, including freight and transportation charges to the plant placing the order.

**3.0 General Conditions**

The successful bidder is to furnish material under this specification for the period as in Section 1.0. The vendor shall indemnify and save harmless the Lexington-Fayette Urban County Government from all claims and liabilities of any kind or nature, including cost and expenses for arising from the occasioned by an infringement or alleged infringement of patent rights arising from or occasioned by use of material furnished in response to this specification.

**Detailed Specifications**

**4.0 General Conditions**

West Hickman Creek Wastewater Treatment Plant is a 33.8-MGD facility utilizing two stage secondary treatments.

The Town Branch Treatment Plant is a 30.0 MGD facility utilizing primary plus single stage secondary treatment.

The plant flowsheets are presented below as a source of information for interested Bidders.

**4.1 Liquid Flowsheet**

<u>Town Branch WWTP</u>	<u>West Hickman WWTP</u>
Fine Bar Screen/Grit Removal	Fine Bar Screen/Grit Removal
Primary Clarifiers	BPR – Biological Phosphorus Removal
Secondary Treatment via Aeration	Secondary Treatment via Aeration
Final Clarification	Final Clarification
Chlorine Disinfection, Dechlorination and Discharge	Chlorine Disinfection, Dechlorination and Discharge

#### 4.2 Solids (Sludge) Flowsheet/Town Branch WWTP

Primary sludge and waste activated sludge are thickened, separately, in gravity thickeners. A Sharples centrifuge is also available for thickening waste activated sludge. Combined thickened sludge is sent to anaerobic digestion. Digested sludge is sent to dewatering equipment. Dewatering is accomplished 2.5 – meter belt filter presses.

#### 4.3 Solids (Sludge) Flowsheet/West Hickman WWTP

Water activated sludge is thickened in gravity thickeners or aerated sludge holding tanks. A Sharples centrifuge is also available for thickening waste activated sludge. Thickened or aerated sludge is sent to dewatering equipment. Dewatering is accomplished 2-meter belt filter presses.

#### 4.4 Polymer Applications

The polymer products furnished, as part of this contract will be used at each of the plants as an aid to enhance the treatment of municipal wastewater sludge. Specifically, the polymer will be utilized for sludge conditioning only for belt press applications.

For Town Branch WWTP the application will be used to aid in the conditioning of anaerobically digested sludge before the sludge is dewatered on four 2-meter belt presses.

For West Hickman WWTP the application will be to condition aerated or thickened, waste activated sludge before the sludge is dewatered on three 2.5-meter belt presses.

The required performance under this specification is as follows:

##### 1. Belt Filter Presses – Town Branch WWTP

- a. The digested sludge to be dewatered will consist of 2.0% to 4.0% total solids.
- b. The minimum percent solids of sludge cake allowed are 18% total solids from digested sludge having 2.0% total solids.
- c. The minimum percent of solids captured during dewatering shall be 85%
- d. The maximum application rate of polymer for digested sludge of 2.0% total solids shall not exceed \$15.00/dry ton of sludge removed.

##### 2. Belt Filter Presses – West Hickman WWTP

- a. The aerated or thickened activated sludge to be dewatered will consist of 2.0% to 4.9% total solids.
- b. The minimum percent solids of sludge cake allowed are 18% total solids from digested sludge having 2.0% total solids.
- c. The minimum percent of solids captured during dewatering shall be 85%.
- d. The maximum application rate of polymer rate of polymer for digested sludge of 2.0% total solids shall not exceed \$15.00/dry to of sludge removed.

#### 4.5 Quantity

During the term of the contract it is estimated that Town Branch WWTP will process approximately 2400 and West Hickman WWTP will process approximately 5000 dry tons of feed solids to the belt presses in this application. The actual quantity of polymer required may increase or decrease in accordance with changes in plant operations and conditions. The vendor shall base their unit quantity bids on price per pound or gallon of polymer to be provided.

#### 4.6 Performance

Product performance will be determined by actual tests under typical operating conditions. Throughout the term of the contract cost performance must be obtained within 110 percent (requires a 10% in polymer dosage) of the post-bid qualifications testing value provided that conditions in the plant remain essentially identical to those at the time that post-bid tests were conducted.

If during the term of the contract, the product will not produce results within 110 percent of the post-bid qualification testing value and conditions in the plant remain essentially identical to those at the time that post-bid tests were conducted, the LFUCG reserves the right to terminate the contract. Prior to this action, the Supplier will be offered the opportunity to assist the plant staff by making suggestions for improving operations and performance.

The Supplier shall also have the right to change products to maintain the cost performance levels on which basis the contract was awarded. At no time will the cost per pound for a substitute product exceed the cost of the product accepted in the contract. Dry polymer is to be of a consistent grain size with no more than 5% dusting per bag.

#### 4.7 Delivery

Deliveries shall be made upon order at any time after a formal contract has been executed by both the LFUCG and the Supplier. Orders for material will be placed for minimum quantities of 1500 pounds to be furnished in palletized, weatherproof containers packaged in 30-50 pound multi-walled bags. Liquid emulsion polymer will be delivered in bulk shipments up to 2000 gallons or in totes up to 330 gallons. Delivery shall be made within 10 calendar days after the placement of each order. In the event that the Supplier fails to make deliveries on schedule, the LFUCG reserves the right to purchase material on the open market and charge the Supplier for any costs incurred above the contract price.

#### 4.8 Detailed Polymer Specification

By submission of his bid, the Bidder guarantees that the product offered will meet the quality standards as specified in this specification for the term of the contract. The LFUCG reserves the right to conduct periodic checks on the quality of material furnished under this contract or to have the product quality checked by outside sources to determine if the material furnished is in compliance with these specifications. Failure of the Supplier's product to meet the specified standards of quality will result in termination of the contract.

All polymer supplied under this contract shall be completely soluble in water, having a very rapid dissolving rate and low order to toxicity. The polymer furnished shall require no special precautions in handling.

#### 4.9 Demonstration of Polymer Performance

The bidder shall be required to provide, without charge, a sample of the polymer listed on the bid, sufficient for a minimum of three days for a full scale testing to evaluate the quantity of polymer required per dry ton sludge solids pumped to the dewatering facility. Three days of full scale testing would process approximately thirty six (36) dry tons of sludge for Town Branch and approximately seventy two (72) tons for West Hickman. This is based on operating the presses four days per week.

#### 5.0 Bid Evaluation

The bid will be evaluated and accepted based on the products ability to perform within the required performance parameters specified in Section 4.3.

#### 5.1 Award of Contract

The contract (s) will be awarded to the lowest responsible bidder who is a recognized supplier of the product offered and whose bid complies with all of the provisions of the Bid Documents, provided that the



bid price is reasonable and it is to the best interest of the LFUCG to accept it. The LFUCG reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the LFUCG.

**Pricing:**

**Town Branch**

**A. Dry Polymer Sludge Conditioning (For Belt Presses):**

We propose to furnish the following polyelectrolyte (dry polymer) delivered to the above listed treatment plants for dewatering of anaerobic digested sludge. Maximum weight per bag of dry polymer is no more than 50 pounds.

Brand Name & Number	Required Application Rate	Polymer Unit Price
1. KY-115	LBS/Dry Ton Sludge 16.5	\$ 1.65 per lb. /lb.

**West Hickman**

**A. Liquid Polymer for Sludge Conditioning (For Belt Presses):**

We propose to furnish the following liquid (emulsion polymer) delivered to the above listed treatment plant for dewatering of aerated or thickened activated sludge.

**Bulk Pricing**

Brand Name & Number	Polymer Unit Price
1. KY-116B	\$ 7.93 per Gal. /Gal

**Tote Pricing (330 gallons)**

1. KY-116T	\$ 7.98 per Gal. /Gal
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**Note:** Liquid Polymer will be ordered usually in bulk rate quantities, 1,000 to 2,000 gallons or tote shipments of 3 to 10. Supplier of liquid polymer in totes will be responsible, at no costs to LFUCG, for disposal of empty totes



Safety Data Sheet dated 12/09/2009, version 2

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

Trade name: **KY-115**

Product type and use: cationic acrylamide copolymer / flocculant

Company:

3F CHIMICA AMERICAS.

4330 CHESAPEAKE DRIVE

CHARLOTTE, NC 28216

704-394-8518

Email americas@3fchimica.com

Emergency telephone number of the company and/or of an authorised advisory centre:

For Chemical Emergency Spill Leak Fire Exposure or Accident

Call CHEMTREC Day or Night

DOMESTIC NORTH AMERICA 800-424-9300

INTERNATIONAL, CALL 703-527-3887 (collect calls accepted)

## 2. HAZARDS IDENTIFICATION

### APPEARANCE AND ODOR:

Color: white

Appearance: crystalline powder

Odor: odorless

### STATEMENTS OF HAZARD:

WARNING: may cause skin and eye irritation. Spill of this product are very slippery when wet.

### POTENTIAL HEALTH EFFECTS:

#### EFFECTS OF EXPOSURE:

Acute oral (rat) and dermal (rabbit) LD50 values are estimated to be greater than 2,000 mg/Kg and greater than 2,000 mg/Kg, respectively. The 4-hour inhalation LC50 (rat) value is estimated to be greater than 20 mg/L. Direct contact with this material can cause moderate skin and mild eye irritation. Refer to section 11 for toxicology information on the regulated components on this product.

## 3. COMPOSITION/INFORMATION ON INGREDIENTS

### OSHA REGULATED COMPONENTS

No Permissible Exposure Limits (PEL/TLV) have been established by OSHA or ACGIH.

## 4. FIRST AID MEASURES

Contact with skin:

Wash with plenty of water and soap.

Contact with eyes:

Wash immediately with water for at least 15 minutes. If there is any irritation OBTAIN IMMEDIATELY MEDICAL ATTENTION.

Swallowing:

Do not induce vomiting. Do not give anything to an unconscious person. Check for breathing and pulse, if present, place in the recovery position and obtain medical attention. If conscious rinse out the mouth with water. Give  $\frac{3}{4}$  of liter of water to drink immediately and repeat drinks of water at a rate of a cupful (approx. 250 mL) every 10 minutes.

SEEK A MEDICAL EXAMINATION IMMEDIATELY and present the safety data sheet.

Inhalation:

Ventilate the premises. The patient is to be removed immediately from the contaminated premises and made to rest in a well ventilated area. Should the patient feel unwell, OBTAIN MEDICAL ATTENTION.

## 5. FIRE-FIGHTING MEASURES

Recommended extinguishers:

CO<sub>2</sub>, Foam, Chemical powders, according to the materials involved in the fire. Avoid to use spraied water, because of the slippery properties of the wet product.

Extinguishers not to be used:

None in particular.

Risks arising from combustion:

Avoid inhaling the fumes. Dust may be explosive if mixed with air in critical proportion and in the presence of a source of ignition.

Protective equipment:

Firefighters, and others exposed, use protection for the respiratory tract.

## 6. ACCIDENTAL RELEASE MEASURES

Measures for personal safety:

Use gloves and protective clothing. Avoid dust formation. Wear protective dust mask.

Enviromental measures:

Limit leakages with earth or sand.

If the product has escaped into a watercourse, into the drainage system, or has contaminated the ground or vegetation, notify the competent authorities.

Cleaning methods:

Sweep up and shovel into a suitable container for disposal.

Residues or small spillages should be hosed away completely with plenty of water. Spilled product which becomes wet or spilled aqueous solution create a hazard because of the slippery nature.

The spillage should be contained with earth or sand and removed for disposal.

## 7. HANDLING AND STORAGE

Handling precautions:

As with many organic powders flammable dust clouds may be formed. Avoid creating dust and keep away from sources of ignition. Do not breathe dust.

Do not eat, drink or smoke while working. Remove contaminated clothing immediately and launder before reuse. Wash hands after use.

Incompatible materials:

None in particular. Material is hygroscopic and should not be exposed to moisture.

Storage conditions:

Instructions as regards storage premises:

Store the product in a well-ventilated area, dry place. Avoid wet and humid conditions. Avoid extremes of temperature. Maintain good housekeeping to control accumulations.

## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Precautionary measures:

Give adequate ventilation to the premises where the product is stored and/or handled.

Respiratory protection:

Where exposures are below the established limit, no respiratory protection is required. Where exposures exceed the established exposure limit, use respiratory protection recommended for the material and level of exposure.

Protection for hands:

Use protective gloves in P.V.C., or in plastic material/rubber.

Eye protection:

Use protective goggles.

Protection for skin:

Wear lightweight protective clothing.

Exposure limits (ACGIH):

Exposure limits of the substances contained: the parameters to refer to the product just as.

10 mg/m<sup>3</sup>- 8 hour TWA total inhalable dust

4 mg/m<sup>3</sup>- 8 hour TWA total respirable dust

## 9. PHYSICAL AND CHEMICAL PROPERTIES

Colour: white powder

Appearance: crystalline powder

Odour: odorless

pH: 3.0 - 5.0 (aq. sol. 0.5%)

Melting point: not applicable

Boiling point: not applicable

Flash point: not applicable

Solid/gas flammability: as with many organic powders flammable dust clouds may form

Explosive properties: not applicable

Oxidizing properties: not applicable

Vapour pressure: not applicable

Relative density: see specific TECHNICAL BULLETIN

Solubility in water: limited by viscosity

Vapor density: not applicable

Percent Volatile (% by wt): see specific TECHNICAL BULLETIN

Saturation in air (% by vol): not applicable

Evaporation rate: not applicable

Volatile organic content: not applicable

Autoignition temperature > 150°C

Decomposition temperature: > 150°C

Partition coefficient: not available

(n-octanol/water)

Odor threshold: not available

## 10. STABILITY AND REACTIVITY

Conditions to avoid:

Stable at room temperature. Follow the industrial hygiene norms as for the handling and storage of chemicals. Avoid extremes of temperature and wet and humid conditions.

Substances to avoid:

Avoid contact with strong oxidants. Avoid contact with alkaline materials which will degrade the polymer.

Hazardous decomposition products:

In case of combustion there is development of CO, CO<sub>2</sub>, NO<sub>x</sub>, HCl, NH<sub>3</sub>

## 11. TOXICOLOGICAL INFORMATION

The concentration of each substance should be borne in mind in assessing the toxicological effects deriving from the preparation.

Toxicological information for the product is found under section 3 (HAZARD IDENTIFICATION).

California Proposition 65 Warning (applicable in California only)- this product contains a chemical known to the state of California to cause cancer.

## 12. ECOLOGICAL INFORMATION

This material is not classified as dangerous for the environment. The effects on aquatic organisms are due to an external (non – systemic) mode of action, and are significantly reduced within 30 minutes due to binding of the product to dissolved organic carbon and inorganic sorbents such as clays and silts. All ecological information provided was conducted on a structurally similar product. Acute toxicity tests conducted on the polymer using environmentally representative water gave the following results:

### ALGAE TEST RESULTS

Test: Growth Inhibition (OECD 201)

Due to the cationicity of the polymer, an algae growth inhibition test is not appropriate.

### FISH TEST RESULTS

Test: acute toxicity, fresh water (OECD 203)

Duration: 96 hr

Species: zebra fish (brachydanio rerio) > 1-10 mg/L LC50

#### **INVERTEBRATE TEST RESULTS**

Test: acute immobilization (OECD 202)

Duration: 48 hr

Species: water flea (daphnia magna) > 10-100 mg/L EC50

The polymeric ingredient is not readily biodegradable, but degradable by hydrolysis. The large polymer size is incompatible with transport across biological membranes and diffusion; the bioconcentration factor is therefore considered to be zero.

### **13. DISPOSAL CONSIDERATIONS**

Recover if possible. In so doing, comply with the local and national regulations currently in force. Hazardous waste classification under federal regulation (40 CFR Part 261 et seq) is dependent upon whether a material is a RCRA 'listed hazardous waste' or has any of the four RCRA 'hazardous waste characteristics'. Refer to 40 CFR Part 261.33 to determine if a given material to be disposed of is a RCRA 'listed hazardous waste'; information contained in Section 15 of this MSDS is not intended to indicate if the product is a 'listed hazardous waste'. RCRA 'hazardous waste characteristic: there are four characteristics defined in 40 CFR Section 261.21-61.24: Ignitability, Corrosivity, Reactivity, and Toxicity. To determine Ignitability, see Section 9 of this MSDS (flash point). For Corrosivity, see Section 9 and 14 (pH and DOT corrosivity). For Reactivity, see Section 10 (incompatible materials). For toxicity, see Section 2 (composition). Federal regulations are subject to change. State and local requirements, which may differ from or be more stringent than the federal regulation, may also apply to the classification of the material if it is to be disposed.

### **14. TRANSPORT INFORMATION**

#### **US DOT**

Proper shipping name: NOT APPLICABLE/NOT REGULATED

Hazardous Substances: NOT APPLICABLE

#### **TRANSPORT CANADA**

Proper shipping name: NOT APPLICABLE/NOT REGULATED

#### **ICAO/IATA**

Proper shipping name: NOT APPLICABLE/NOT REGULATED

Packing Instruction/maximum Net Quantity Per Package: -

Passenger aircraft:-

Cargo aircraft:-

#### **IMO**

Proper shipping name: NOT APPLICABLE/NOT REGULATED

### **15. REGULATORY INFORMATION**

**WHMIS CLASSIFICATION:** not WHMIS controlled

**United States (USA):** All components of this product are included on the TSCA Chemical Inventory or are not required to be listed on the TSCA Chemical Inventory.

**Canada:** All components of this product are included on the Domestic Substances List (DSL) or are not required to be listed on the DSL.

**European Union (EU):** All components of this product are included on the European Inventory of Existing Chemical Substances (EINECS) or are not required to be listed on EINECS:

#### **OTHER ENVIRONMENTAL INFORMATION**

The following components of this product may be subject to reporting requirements pursuant to Section 313 of CERCLA (40 CFR 372), Section 12(b) of TSCA, or may be subject to release reporting requirements (40 CFR 307, 40 CFR 311, etc). See section 13 for information on waste classification and waste disposal of this product.

This product does not contain any components regulated under these section of the EPA

#### **PRODUCT HAZARD CLASSIFICATION UNDER SECTION 311 OF SARA**

- Not applicable



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**16. OTHER INFORMATION**

NFPA Hazard Rating (National Fire Association)

Health: 0

Fire: 1

Reactivity: 0

Safety Data Sheet dated 05/24/2006, version 2

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

PRODUCT NAME: **KY-116B**

Product type and use: cationic polyacrylamide in water – in - oil emulsion / flocculant

Company:

3F CHIMICA AMERICAS  
4330 CHESAPEAKE DRIVE  
CHARLOTTE NC 28216  
TEL: 704-394-8518

Emergency telephone number of the company and/or of an authorized advisory centre:  
For Chemical Emergency Spill Leak Fire Exposure or Accident Call CHEMTREC Day or  
Night DOMESTIC NORTH AMERICA 800-424-9300

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## 2. COMPOSITION/INFORMATION ON INGREDIENTS

### OSHA REGULATED COMPONENTS

20% - 25% Distillates (petroleum), hydrotreated light

CAS: 64742-47-8

OSHA (PEL) 500 ppm 1200 mg/m<sup>3</sup> (skin)

165 ppm

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## 3. HAZARDS IDENTIFICATION

### APPEARANCE AND ODOR:

Color: opalescent to white liquid

Appearance: viscous liquid

Odor: slight hydrocarbon

### STATEMENTS OF HAZARD:

**WARNING:** the product is irritant for the skin and for the eyes. It may induce sensitization in case of prolonged contact with the skin; the spills are very slippery.

### POTENTIAL HEALTH EFFECTS:

#### EFFECTS OF EXPOSURE:

Acute oral (rat) and dermal (rabbit) LD50 values are estimated to be greater than 2,000 mg/Kg and greater than 2,000 mg/Kg, respectively. The 4-hour inhalation LC50 (rat) value is estimated to be greater than 20 mg/L. Direct contact with this material can cause moderate skin and mild eye irritation. Refer to section 11 for toxicology information on the regulated components on this product.

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## 4. FIRST AID MEASURES

Contact with skin:

Immediately take off all contaminated clothing.

Areas of the body that have - or are only even suspected of having - come into contact with the product must be rinsed immediately with plenty of running water and possibly with soap.

Do not reuse contaminated clothing without laundering. Get medical attention if pain or irritation persists after washing or if signs and symptoms of overexposure appear.

Contact with eyes:

Wash immediately and thoroughly with running water, keeping eyelids raised, for at least 10 minutes. Following this, protect the eyes with sterile gauze or a clean, dry, handkerchief.

**OBTAIN A MEDICAL EXAMINATION.**

Swallowing:

Do not induce vomiting. Do not give anything to an unconscious person. Check for breathing and hearth function. **SEEK A MEDICAL EXAMINATION IMMEDIATELY** and present the safetydata sheet.

Inhalation:

Ventilate the premises. The patient is to be removed immediately from the contaminated premises and made to rest in a well ventilated area. Should the patient feel unwell, **OBTAIN MEDICAL ATTENTION.**

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## 5. FIRE-FIGHTING MEASURES

Recommended extinguishers:

CO<sub>2</sub>, Foam, Chemical powders, according to the materials involved in the fire. Use water to cool the containers exposed to the fire and to protect personnel. Avoid sprayed water, because of the slippery properties of the wet product.

Extinguishers not to be used:

None in particular.

Risks arising from combustion:

Avoid inhaling the fumes.

Protective equipment:

Firefighters, and others exposed, wear self-contained breathing apparatus. Wear full firefighting protective clothing. See MSDS Section 8 (Exposure Controls/personal protection)

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## 6. ACCIDENTAL RELEASE MEASURES

Measures for personal safety:

Use a mask, gloves and protective clothing. Where exposure level is not known, wear approved, positive pressure, self-contained respirator. Where exposure level is known, wear approved respirator suitable for level of exposure. In addition to the protective clothing/equipment in Section 8 (Exposure Controls/Personal Protection), wear impermeable boots.

Cleaning methods:

Product may cause a slip hazard. Spilled material should be adsorbed onto an inert material and scooped up. Flush spill area with water. If slipperiness remains apply more dry-sweeping compound.

Rapidly recover the product. To do so, wear a mask and protective clothing.

Stop it from entering into the drainage system with sand or earth.

Recover the product for re-use if possible, or for elimination. Send the product to authorized waste treatment plant in compliance with the local regulation.

After the product has been recovered, rinse the area and materials involved with water.

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## 7. HANDLING AND STORAGE

Handling precautions:

Avoid contact with eyes and skin. Avoid inhalation of the vapours. See, too, paragraph 8 below. Do not eat or drink while working. Follow the industrial hygiene norms as for the handling of chemicals.

Incompatible materials:

Do not use Iron, Copper or Aluminium containers or equipment to avoid product degradation.

For storing use plastic containers.

Storage conditions:

Instructions as regards storage premises:

Store the product in a well-ventilated area, dry place. Store the container well closed. The product does not stand the cold. Do not pressurize or heat the containers. Avoid extremes of temperature and store in the temperature range +5°C to maximum +30°C (41°F -86°F). Keep away from heating sources and fire.

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## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Precautionary measures:

Give adequate ventilation to the premises where the product is stored and/or handled.

Respiratory protection:

Where exposures are below the established limit, no respiratory protection is required. Where exposures exceed the established exposure limit, use respiratory protection recommended for the material and level of exposure.

Protection for hands:

Use protective gloves that provides comprehensive protection, e.g. P.V.C., neoprene or rubber.

Eye protection:

Use close fitting safety goggles and/or visor. Eyewash equipment and safety shower should be provided in areas of potential exposure.

Protection for skin:

Use clothing that provides comprehensive protection to the skin, e.g. cotton, rubber, PVC or viton.

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## 9. PHYSICAL AND CHEMICAL PROPERTIES

Colour: opalescent to white liquid

Appearance: viscous liquid

Odour: slightly of petroleum

pH: 3.0 - 4.0 (aq. sol. 0.5%)

Melting point: not applicable

Boiling point: aqueous phase about 100°C; oil phase about 175°C

Flash point: >93°C (closed cup)

Autoignition temperature: not available

Explosive properties: not available

Oxidizing properties: not available

Vapour pressure: similar to water

Relative density: see specific TECHNICAL BULLETIN

Solubility in water: soluble in water; the viscosity increases with the concentration; avoid concentration higher than 0.5%.

Vapor density: similar to water

Percent Volatile (% by wt): see specific TECHNICAL BULLETIN

Saturation in air (% by vol): not available

Evaporation rate: not available

Volatile organic content: not available

Flammable limits (% by vol): not available

Decomposition temperature: not available

Partition coefficient: not available

(n-octanol/water)

Odor threshold: not available

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## 10. STABILITY AND REACTIVITY

Conditions to avoid:

Stable under normal conditions. Avoid overheating and keep away from ignition sources.

Substances to avoid:

Avoid contact with strong oxidants and strong reducing agents. This material reacts slowly with iron, copper and aluminum, resulting in corrosion and product degradation.

Hazardous decomposition products:

In case of combustion there is development of CO, CO<sub>2</sub>, NO<sub>x</sub>, HCl, NH<sub>3</sub>, SO<sub>2</sub>

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## 11. TOXICOLOGICAL INFORMATION

The concentration of each substance should be borne in mind in assessing the toxicological effects deriving from the preparation.

Toxicological information for the product is found under section 3 (HAZARD IDENTIFICATION).

Avoid inhalation because of the presence of petroleum distillate.

California Proposition 65 Warning (applicable in California only)- this product contains a chemical known to the state of California to cause cancer.

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## 12. ECOLOGICAL INFORMATION

This material is not classified as dangerous for the environment. The effects on aquatic organisms are due to an external (non - systemic) mode of action, and are significantly reduced within 30 minutes due to binding of the product to dissolved organic carbon and inorganic sorbents such as clays and silts. All ecological information provided was conducted on a structurally similar product. Acute toxicity tests conducted on the polymer using environmentally representative water gave the following results:

### ALGAE TEST RESULTS

Test: Growth Inhibition (OECD 201)

Due to the cationicity of the polymer, an algae growth inhibition test is not appropriate.

### FISH TEST RESULTS

Test: acute toxicity, fresh water (OECD 203)

Duration: 96 hr

Species: zebra fish (brachydanio rerio) > 1-10 mg/L LC50

### INVERTEBRATE TEST RESULTS

Test: acute immobilization (OECD 202)

Duration: 48 hr

Species: water flea (daphnia magna) > 10-100 mg/L EC50

The polymeric ingredient is not readily biodegradable, but degradable by hydrolysis. The large polymer size is incompatible with transport across biological membranes and diffusion; the bioconcentration factor is therefore considered to be zero.

---

### 13. DISPOSAL CONSIDERATIONS

Recover if possible. In so doing, comply with the local and national regulations currently in force. Hazardous waste classification under federal regulation (40 CFR Part 261 et seq) is dependent upon whether a material is a RCRA 'listed hazardous waste' or has any of the four RCRA 'hazardous waste characteristics'. Refer to 40 CFR Part 261.33 to determine if a given material to be disposed of is a RCRA 'listed hazardous waste'; information contained in Section 15 of this MSDS is not intended to indicate if the product is a 'listed hazardous waste'. RCRA 'hazardous waste characteristic: there are four characteristics defined in 40 CFR Section 261.21-61.24: Ignitability, Corrosivity, Reactivity, and Toxicity. To determine Ignitability, see Section 9 of this MSDS (flash point). For Corrosivity, see Section 9 and 14 (pH and DOT corrosivity). For Reactivity, see Section 10 (incompatible materials). For toxicity, see Section 2 (composition). Federal regulations are subject to change. State and local requirements, which may differ from or be more stringent than the federal regulation, may also apply to the classification of the material if it is to be disposed.

---

### 14. TRANSPORT INFORMATION

#### US DOT

Proper shipping name: NOT APPLICABLE/NOT REGULATED

Hazardous Substances: NOT APPLICABLE

#### TRANSPORT CANADA

Proper shipping name: NOT APPLICABLE/NOT REGULATED

#### ICAO/IATA

Proper shipping name: NOT APPLICABLE/NOT REGULATED

Packing Instruction/maximum Net Quantity Per Package: -

Passenger aircraft:-

Cargo aircraft:-

#### IMO

Proper shipping name: NOT APPLICABLE/NOT REGULATED

---

### 15. REGULATORY INFORMATION

**United States (USA):** All components of this product are included on the TSCA Chemical Inventory or are not required to be listed on the TSCA Chemical Inventory.

**Canada:** All components of this product are included on the Domestic Substances List (DSL) or are not required to be listed on the DSL.

**European Union (EU):** All components of this product are included on the European Inventory of Existing Chemical Substances (EINECS) or are not required to be listed on EINECS:

#### OTHER ENVIRONMENTAL INFORMATION

The following components of this product may be subject to reporting requirements pursuant to Section 313 of CERCLA (40 CFR 372), Section 12(b) of TSCA, or may be subject to release reporting requirements (40 CFR 307, 40 CFR 311, etc). See section 13 for information on waste classification and waste disposal of this product.

This product does not contain any components regulated under these section of the EPA

#### PRODUCT HAZARD CLASSIFICATION UNDER SECTION 311 OF SARA

- Acute

---

### 16. OTHER INFORMATION

NFPA Hazard Rating (National Fire Association)

Health: 1

Fire: 1

Reactivity: 0

Safety Data Sheet dated 05/24/2006, version 2

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

PRODUCT NAME: **KY-116T**

Product type and use: cationic polyacrylamide in water – in - oil emulsion / flocculant

Company:

3F CHIMICA AMERICAS

4330 CHESAPEAKE DRIVE

CHARLOTTE NC 28216

TEL: 704-394-8518

Emergency telephone number of the company and/or of an authorized advisory centre:  
For Chemical Emergency Spill Leak Fire Exposure or Accident Call CHEMTREC Day or  
Night DOMESTIC NORTH AMERICA 800-424-9300

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## 2. COMPOSITION/INFORMATION ON INGREDIENTS

### OSHA REGULATED COMPONENTS

20% - 25% Distillates (petroleum), hydrotreated light

CAS: 64742-47-8

OSHA (PEL) 500 ppm 1200 mg/m<sup>3</sup> (skin)

165 ppm

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## 3. HAZARDS IDENTIFICATION

### APPEARANCE AND ODOR:

Color: opalescent to white liquid

Appearance: viscous liquid

Odor: slight hydrocarbon

### STATEMENTS OF HAZARD:

**WARNING:** the product is irritant for the skin and for the eyes. It may induce sensitization in case of prolonged contact with the skin; the spills are very slippery.

### POTENTIAL HEALTH EFFECTS:

#### EFFECTS OF EXPOSURE:

Acute oral (rat) and dermal (rabbit) LD50 values are estimated to be greater than 2,000 mg/Kg and greater than 2,000 mg/Kg, respectively. The 4-hour inhalation LC50 (rat) value is estimated to be greater than 20 mg/L. Direct contact with this material can cause moderate skin and mild eye irritation. Refer to section 11 for toxicology information on the regulated components on this product.

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## 4. FIRST AID MEASURES

Contact with skin:

Immediately take off all contaminated clothing.

Areas of the body that have - or are only even suspected of having - come into contact with the product must be rinsed immediately with plenty of running water and possibly with soap.

Do not reuse contaminated clothing without laundering. Get medical attention if pain or irritation persists after washing or if signs and symptoms of overexposure appear.

Contact with eyes:

Wash immediately and thoroughly with running water, keeping eyelids raised, for at least 10 minutes. Following this, protect the eyes with sterile gauze or a clean, dry, handkerchief.

**OBTAIN A MEDICAL EXAMINATION.**

Swallowing:

Do not induce vomiting. Do not give anything to an unconscious person. Check for breathing and hearth function. **SEEK A MEDICAL EXAMINATION IMMEDIATELY** and present the safetydata sheet.

Inhalation:

Ventilate the premises. The patient is to be removed immediately from the contaminated premises and made to rest in a well ventilated area. Should the patient feel unwell, **OBTAIN MEDICAL ATTENTION.**

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## 5. FIRE-FIGHTING MEASURES

Recommended extinguishers:

CO<sub>2</sub>, Foam, Chemical powders, according to the materials involved in the fire. Use water to cool the containers exposed to the fire and to protect personnel. Avoid sprayed water, because of the slippery properties of the wet product.

Extinguishers not to be used:

None in particular.

Risks arising from combustion:

Avoid inhaling the fumes.

Protective equipment:

Firefighters, and others exposed, wear self-contained breathing apparatus. Wear full firefighting protective clothing. See MSDS Section 8 (Exposure Controls/personal protection)

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## 6. ACCIDENTAL RELEASE MEASURES

Measures for personal safety:

Use a mask, gloves and protective clothing. Where exposure level is not known, wear approved, positive pressure, self-contained respirator. Where exposure level is known, wear approved respirator suitable for level of exposure. In addition to the protective clothing/equipment in Section 8 (Exposure Controls/Personal Protection), wear impermeable boots.

Cleaning methods:

Product may cause a slip hazard. Spilled material should be adsorbed onto an inert material and scooped up. Flush spill area with water. If slipperiness remains apply more dry-sweeping compound.

Rapidly recover the product. To do so, wear a mask and protective clothing.

Stop it from entering into the drainage system with sand or earth.

Recover the product for re-use if possible, or for elimination. Send the product to authorized waste treatment plant in compliance with the local regulation.

After the product has been recovered, rinse the area and materials involved with water.

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## 7. HANDLING AND STORAGE

Handling precautions:

Avoid contact with eyes and skin. Avoid inhalation of the vapours. See, too, paragraph 8 below. Do not eat or drink while working. Follow the industrial hygiene norms as for the handling of chemicals.

Incompatible materials:

Do not use Iron, Copper or Aluminium containers or equipment to avoid product degradation.

For storing use plastic containers.

Storage conditions:

Instructions as regards storage premises:

Store the product in a well-ventilated area, dry place. Store the container well closed. The product does not stand the cold. Do not pressurize or heat the containers. Avoid extremes of temperature and store in the temperature range +5°C to maximum +30°C (41°F -86°F). Keep away from heating sources and fire.

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## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Precautionary measures:

Give adequate ventilation to the premises where the product is stored and/or handled.

Respiratory protection:

Where exposures are below the established limit, no respiratory protection is required. Where exposures exceed the established exposure limit, use respiratory protection recommended for the material and level of exposure.

Protection for hands:

Use protective gloves that provides comprehensive protection, e.g. P.V.C., neoprene or rubber.

Eye protection:

Use close fitting safety goggles and/or visor. Eyewash equipment and safety shower should be provided in areas of potential exposure.

Protection for skin:

Use clothing that provides comprehensive protection to the skin, e.g. cotton, rubber, PVC or viton.

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## 9. PHYSICAL AND CHEMICAL PROPERTIES

Colour: opalescent to white liquid

Appearance: viscous liquid

Odour: slightly of petroleum

pH: 3.0 - 4.0 (aq. sol. 0.5%)

Melting point: not applicable

Boiling point: aqueous phase about 100°C; oil phase about 175°C

Flash point: >93°C (closed cup)

Autoignition temperature: not available

Explosive properties: not available

Oxidizing properties: not available

Vapour pressure: similar to water

Relative density: see specific TECHNICAL BULLETIN

Solubility in water: soluble in water; the viscosity increases with the concentration; avoid concentration higher than 0,5%.

Vapor density: similar to water

Percent Volatile (% by wt): see specific TECHNICAL BULLETIN

Saturation in air (% by vol): not available

Evaporation rate: not available

Volatile organic content: not available

Flammable limits (% by vol): not available

Decomposition temperature: not available

Partition coefficient: not available

(n-octanol/water)

Odor threshold: not available

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## 10. STABILITY AND REACTIVITY

Conditions to avoid:

Stable under normal conditions. Avoid overheating and keep away from ignition sources.

Substances to avoid:

Avoid contact with strong oxidants and strong reducing agents. This material reacts slowly with iron, copper and aluminum, resulting in corrosion and product degradation.

Hazardous decomposition products:

In case of combustion there is development of CO, CO<sub>2</sub>, NO<sub>x</sub>, HCl, NH<sub>3</sub>, SO<sub>2</sub>

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## 11. TOXICOLOGICAL INFORMATION

The concentration of each substance should be borne in mind in assessing the toxicological effects deriving from the preparation.

Toxicological information for the product is found under section 3 (HAZARD IDENTIFICATION).

Avoid inhalation because of the presence of petroleum distillate.

California Proposition 65 Warning (applicable in California only)- this product contains a chemical known to the state of California to cause cancer.

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## 12. ECOLOGICAL INFORMATION

This material is not classified as dangerous for the environment. The effects on aquatic organisms are due to an external (non – systemic) mode of action, and are significantly reduced within 30 minutes due to binding of the product to dissolved organic carbon and inorganic sorbents such as clays and silts. All ecological information provided was conducted on a structurally similar product. Acute toxicity tests conducted on the polymer using environmentally representative water gave the following results:

### ALGAE TEST RESULTS

Test: Growth Inhibition (OECD 201)

Due to the cationicity of the polymer, an algae growth inhibition test is not appropriate.

### FISH TEST RESULTS

Test: acute toxicity, fresh water (OECD 203)

Duration: 96 hr

Species: zebra fish (brachydanio rerio) > 1-10 mg/L LC50

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Hazardous Substances: NOT APPLICABLE

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- Acute

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### 16. OTHER INFORMATION

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Health: 1

Fire: 1

Reactivity: 0



August 28th, 2012

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET  
3RD FLOOR  
ROOM 338  
LEXINGTON, KY 40507

**RE: INVITATION TO BID # 123-2012  
POLYMER FLOCCULANTS**

In compliance with your bid requirements, we are please to submit the following:

**PLEASE NOTE:**

**THIS IS OUR STATEMENT THAT 3F AMERICAS IS IN COMPLICE WITH THE SPECIFICATION FOR THE PRODUCT NEEDED FOR THIS APPLICATION**

In 1985, our parent company, 3F Chimica S.p.A., established manufacturing operations in Italy and began shipping products to customers in North America and around the world. On February 26, 2004, 3F Chimica Americas was incorporated in the state of Mississippi.

To better manage logistics and commercial relations with our North American customers, 3F Chimica Americas established warehousing operations in 2004. In 2007, our company began construction activities for manufacturing operations in the US.

3F Chimica Americas now owns and operates two manufacturing and warehousing facilities in the US offering superior products, reliable service, and continuous support to its North American customers. From these facilities, located in Charlotte, NC (emulsions) and in Aberdeen, MS (powders), we are currently supplying product to our customers globally.

Our Charlotte, NC facility manufacturers the emulsion products offered on this bid on a regular basis. The Charlotte facility has ample manufacturing capacity for these products as well as products already committed to our existing customers. In addition, our company has sufficient raw materials including monomers necessary for the manufacturer of the proposed polymers.

Additionally, 3F Chimica Americas certifies that we have never failed to complete any work awarded to us nor have we defaulted on any contracts.

It would be our pleasure to partner with your agencies to ensure the success of your polymer contracts. If you have any questions, please let us know. For additional information, please visit our company website @ [www.3fchimica.com](http://www.3fchimica.com). Thank you for this opportunity.

Sincere regards,

Ana Almengor  
704-394-8518  
VP of Municipal Relations / Sales Coordinator

Attachments: MSDS



**Services & Delivery.** 3F Chimica Americas certifies that it will meet all delivery requirements and performance criteria stipulated in this proposal.

- Customer service: Order placement, expediting, product data, logistics, and invoicing.
- Plant Training: As required.
- Technical Expertise: Provided by Tim Brewer @ 904-616-1006 [tdbrewer2020@att.net](mailto:tdbrewer2020@att.net)
- Technical Expertise: Provided by Sukhjot Aujla @ (704) 414-0227 with backup support of 3F Chimica Americas other technical managers and customer service.
- Emergency Response: (24) – (48) Hours. Call toll free (800) 644-3518.

**References.**

- New York City – Wards WWTP  
Borough of Manhattan  
7 Wards Island on East River  
NY, NY 10035  
Date of Contract: Aug 2006  
Type of Contract: Dewatering / Thickening  
Size of Contract: 2,000,000 Lbs/Yr CATIONIC  
Contact: Steven Moltz, P: (212) 860-9351; E-mail: [smoltz@dep.nyc.gov](mailto:smoltz@dep.nyc.gov)  
  
Project Name: City of Orlando  
Owner: Orlando  
Project Location: Iron Bridge Facility  
Contact Name: Diane Tisdale  
Phone: 407-246-2563  
Address: 601 Iron Bridge Circle, Oviedo, FL 32765
- Town of Culpeper  
400 S. Main St.  
Culpeper, VA 22701  
P: 540-825-8671  
Type of Contract: WasteWater Plant  
Size of Contract: 100,000 Lbs/ Year CATIONIC  
Contact: Linda Skinner 540 825-8671; E-mail: [lskinner@culpeprva.gov](mailto:lskinner@culpeprva.gov)

3F Chimica Americas

4330 Chesapeake Drive · Charlotte, NC 28216 · Phone 704-394-8518 · Fax 704-394-7578

[www.3fchimicaamericas.com](http://www.3fchimicaamericas.com) · [americas@3fchimica.com](mailto:americas@3fchimica.com)





**3F Chimica Americas Contacts..**

Technical Applications Team / Water Division

Tim Brewer  
2020 Vela Norte Circle  
Lake Beach, FL 32233  
904-616-1006 Cell  
E-mail: [tdbrewer2020@comcast.net](mailto:tdbrewer2020@comcast.net)

- Sukhjot Aujla  
3F Chimica Americas  
4330 Chesapeake Dr.  
Charlotte, NC 28216  
P: 704-394-8518 or 704-414-0227  
E-mail: [sukhjot.aujla@3fchimica.com](mailto:sukhjot.aujla@3fchimica.com)

VP MUNICIPAL RELATIONS / Sales Coordinator (Sales Orders-Commercial Correspondence)

- Ana Almengor  
3F Chimica Americas  
4330 Chesapeake Dr.  
Charlotte, NC 28216  
P: (704) 391-6952 or (704) 394-8581  
F: (704) 394-7578  
E-Mail: [ana.almengor@3fchimica.com](mailto:ana.almengor@3fchimica.com)  
E-Mail: [americas@3fchimica.com](mailto:americas@3fchimica.com)

Invoicing & Logistics

- Yessenia Perez, Logistics  
P: (704) 394-8581  
[yessenia.perez@3fchimica.com](mailto:yessenia.perez@3fchimica.com)

Theresa Lewis / Invoicing

P:704-394-8518  
[Theresa.lewis@3fchimica.com](mailto:Theresa.lewis@3fchimica.com)

3F Chimica Americas



**3F Chimica Americas Qualifications.**

- (25) Years as a world leader in chemical manufacturing in Italy and the US in the production of chemical additives, synthetic polymers, and flocculants used in water and wastewater treatment industry.
- (2) US Manufacturing facilities: Cationic Emulsions – Charlotte, NC; Cationic and Anionics – Aberdeen, MS.
- Production capacity in excess of 30,000 Dry Tons/Year.
- Dry Tonnage storage capacity in excess of 12,000 Dry Tons/Year.
- 75,000 Sq Ft Warehousing facility in Charlotte, NC and soon to be announced, California warehousing facilities for quicker deliveries to your facility.
- State-of-the-art laboratories constantly monitoring the products and finding new solutions for new applications. All the products that arrive at your plants will have been laboratory and field tested.
- Customer service, logistics, manufacturing, and warehousing all in one location (by product).
- Winner of numerous awards for major municipalities such as New York City, Denver Co, and Miami-Dade, FL.



**3F Chimica Americas Manufacturing Locations:**

*Corporate Office/Manufacturing*  
3F Chimica Americas  
4330 Chesapeake Drive  
Charlotte, NC 28216

*Manufacturing / Bid & Contracts)*  
3F Chimica Americas  
4330 Chesapeake Dr.  
Charlotte, NC 28216

*Italy Corporate*  
3F Chimica SpA  
Europolimeri SpA  
Via Galvani 40  
36066 Sandrigo (VI)  
Italy



**3F Chimica Americas Company Background/History and Why We Are Qualified To Provide The Products Described In This Bid.**

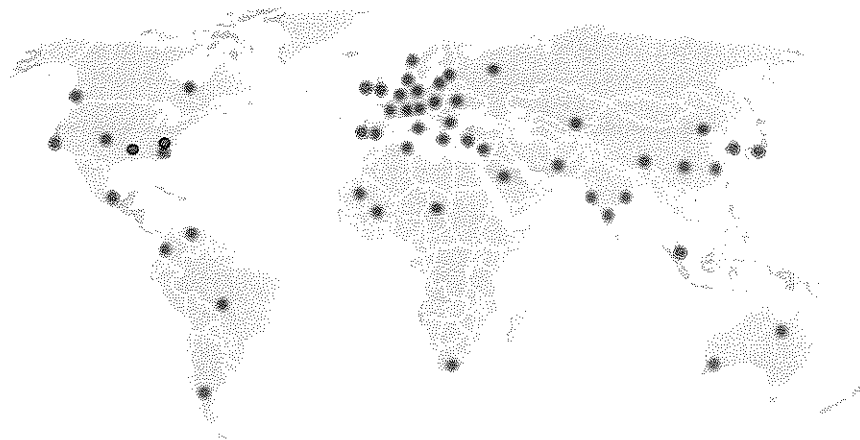
3F Chimica Americas began manufacturing and selling products globally in Italy in 1985. As business increased, we set up warehousing operations in Savannah, GA in 2004. In an effort to improve delivery times, optimize inquiry management, and increase our office and warehousing capabilities, we moved our operations to Tunica, Mississippi in January 2006. The continual need to expand and the desire to increase customer satisfaction has driven our company to invest largely thus increase our presence in the US market. With continued and increasing demand for our quality product, 3F Chimica Americas established manufacturing operations in Aberdeen, MS and Charlotte, NC in 2007. 3F Chimica Americas prides itself in being a recognized leader and world-wide producer of polymers for water and waste water treatment that includes: Cationics (Emulsion and Powder); Anionics (Emulsion and Powder); Non Ionic (Emulsion and Powder); Coagulants (Organic & Inorganic) as well as products for specific industries such as Paper, Mining, and Oil.

Your technical representative Mr. Tim Brewer has years experience in the municipal and industrial water and wastewater environments. He will be supported by our team of customer service professionals, logistics, technical managers, and our laboratory product specialists to ensure the products you receive are of the highest-quality and maintain the consistency needed to remain cost effective.

Mr. Brewer is a Chemical engineer, Specializing in liquid/solid separation, twenty-seven years in the polymer business, specializing in polymer process optimization and sludge thickening and dewatering applications.

Please note, 3F Chimica Americas dba US Polymers, changed its name to 3F Chimica Americas in January 2011.

Below are the locations of our manufacturing locations and network of dealers and agents.



3F Chimica Americas

4330 Chesapeake Drive · Charlotte, NC 28216 · Phone 704-394-8518 · Fax 704-394-7578

[www.3fchimicaamericas.com](http://www.3fchimicaamericas.com) · [americas@3fchimica.com](mailto:americas@3fchimica.com)