



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: November 16, 2015

INVITATION TO BID #177-2015 Odor and Corrosion Control Chemicals

Bid Opening Date: December 1, 2015

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

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 **12/01/2015**. 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, Room 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 be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: VARIOUS LOCATIONS, Lexington, KY

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

Performance Bond Required: Yes No

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

Submitted by: AULICK CHEMICAL SOLUTIONS, INC.
Firm Name

111 Patton Court
Address

Nicholsville, KY 40356
City, State & Zip

Bid must be signed:
(original signature)

[Signature] President
Signature of Authorized Company Representative – Title

Timothy Aulick
Representative's Name (Typed or printed)

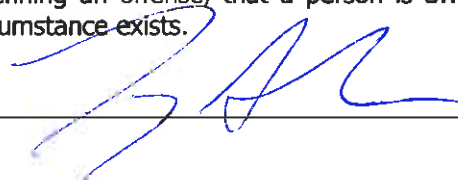
859-881-5422 859-881-8174
Area Code - Phone - Extension Fax #

taulick@aulickchemical.com
E-Mail Address

AFFIDAVIT

Comes the Affiant, Timothy Aulick, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Timothy Aulick and he/she is the individual submitting the bid or is the authorized representative of Aulick CHEMICAL SOLUTIONS, 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. 

STATE OF Kentucky

COUNTY OF JESSAMINE

The foregoing instrument was subscribed, sworn to and acknowledged before me by Michelle A. Brock on this the 30th day of November 2015.

My Commission expires: 3-30-19


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). 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.

Go to www.Green Seal.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

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 X 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 #177-2015 Odor and Corrosion Control Chemicals"

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 3 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 3-1 year(s) renewal. 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.
- B. Price Changes **(Space Checked Applies)**
 - (xx) 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.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 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 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.
- F. 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:

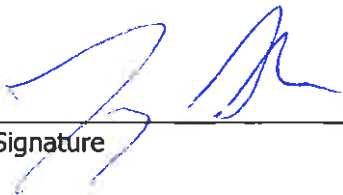
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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.



Signature

Auhok Chemical Solutions

Name of Business

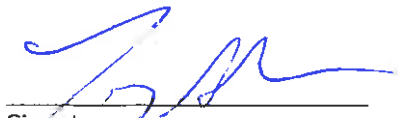
GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the

LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature

11.30.15

Date

WORKFORCE ANALYSIS FORM

Name of Organization: Anick Chemical Solutions, Inc.

Date: 11 / 30 / 15

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	3		3								3
Professionals	3	3								3	
Superintendents	2	1	1							1	1
Supervisors	2	2								2	
Foremen	1	1								1	
Technicians	5	5								5	
Protective Service											
Para-Professionals	0	0									
Office/Clerical	2	2								2	
Skilled Craft	4	4								4	
Service/Maintenance	3	3								3	
Total:										21	4

Prepared by: Timothy Anick President
Name & Title

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE) and Disadvantaged (DBE) Business Enterprises as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
 - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
 - f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
 - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce.
- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	ddharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Byne	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Ken Finance Cabin	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozekey@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhamma	paatricem@keynewsjournal.com	859-373-9428



n/a

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



N/A

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

N/A



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title



N/A

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____
Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

N/A

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

- _____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- _____ Included documentation of advertising in the above publications with the bidders good faith efforts package
- _____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- _____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- _____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- _____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- _____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- _____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less that seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- _____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- _____ Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- _____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- _____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

- _____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- _____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- _____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- _____ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.
- _____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

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.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. Vendor acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Vendor in any manner.

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 or provision of goods hereunder by Vendor. The cost of such insurance shall be included in any bid:

<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. 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.
- d. The General Liability Policy shall include a Products Liability endorsement unless deemed not to apply by LFUCG.
- 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 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.

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SPECIAL NOTES TO BIDDERS

All boxes items on the pricing line must be filled in. References and tests must be submitted with bid.

EXAMPLE

PRICING

We propose to furnish the product known as “Sure to Fixite” (Trade Name) as a means to eliminate the odor, corrosion and safety problems associated with hydrogen sulfide in sewage.

Brand Name & Number	Required Application Rate	Unit Price FOB Lexington
Sure to Fixite	<u>0.24</u> Gallons/Pound H ₂ S	<u>\$1.67</u> \$/Gallon

Field test results from at least three (3) reference systems showing application rates and measured dissolved hydrogen sulfide levels in ppm before and after treatments included with Bid: X

Three (3) reference contacts and names of individuals using the proposed chemical and proposed dosing equipment included with Bid: X

Sufficient documentation must be submitted with the bid to satisfy 5.2 Submittal, Dosing/Infusion Equipment

Technical reports and/or lab tests must be submitted with the bid to satisfy Section 6.0 Bid Evaluation. Reports should describe the chemical process of how the chemical works.

Field test results from at least three (3) reference systems showing application rates and measured dissolved hydrogen sulfide levels in ppm before and after treatments shall also be included with Bid. Data must include evidence that treatment reduced hydrogen sulfide concentration to less than 0.1 ppm.

Alternative #4 is for Hydrogen Peroxide 50%. Field tests and references are not needed for this line item.

SPECIFICATIONS

REMOVAL OF HYDROGEN SULFIDE AND OTHER COMMON ODORS IN WASTEWATER COLLECTION AND TREATMENT PLANTS BY BIOLOGICAL AND/OR CHEMICAL PROCESS

1.0 GENERAL REQUIREMENTS

Under this contract the successful supplier(s) shall furnish and deliver a product that eliminates the odor, corrosion and safety problems associated with hydrogen sulfide in the sewage “naturally,” and/or chemically. The process shall control hydrogen sulfide odors and corrosion by way of a biological process, a chemical process and/or a gas infusion process. The program shall remove dissolved hydrogen sulfide and prevent its formation.

2.0 SCOPE

The successful bidder(s) are to furnish a product capable of achieving odor control biologically and/or chemically in wastewater collection system. The cost listed on the proposal form herein shall include all costs including any equipment necessary to store and feed the chemical in a safe manner, and freight and transportation charges to various pumping stations and/or treatment plants operated by the Lexington-Fayette Urban County Government for a period of three years beginning two weeks after the date the bid is accepted. The contract will be eligible for three, one year renewals by the Lexington-Fayette Urban County Government.

Some facilities are provided with LFUCG (owner) odor control equipment (i.e. tankage, piping, and chemical feed.) Vendor shall review existing equipment and determine if it is appropriate for the product being recommended.

The successful bidder(s) are to furnish all necessary equipment needed to store and feed chemical in a safe manner. Chemical storage must be adequate to hold a thirty day supply of chemical. Any maintenance of equipment repairs or parts needed to make repairs will be the full responsibility of the vendor. The equipment will remain the property of the vendor and shall be removed from LFUCG property when notified that the equipment is no longer needed. The LFUCG will make no capital improvements.

Bids will be considered for biological and/or chemical processes. Bids based on furnishing any other product will not be considered and will be rejected as non-responsive.

Safety Data Sheets for all products bid shall be included with the bid documents.

3.0 GENERAL CONDITIONS

The successful bidder(s) are to furnish material under this specification for the period as specified in Section 2.0. 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 arising

from or occasioned by an infringement or alleged infringement of patent rights arising from or occasioned by use of material furnished in response to this specification.

4.0 APPLICATION

The product furnished under this contract will be used to treat gravity sanitary sewers or force mains. The detention time in force mains may be as much as 48 hours, with dissolved hydrogen sulfide levels up to 50 ppm. Application will be from one point. Dissolved hydrogen sulfide must be maintained at a level less than 0.1 ppm. Complete description of proposed biological and/or chemical reaction showing dosage requirements per pound of dissolved hydrogen sulfide shall be included with bid.

A flow based feed system is preferred but not required. Submit with bid how the chemical will be fed for review and approval by LFUCG.

The successful bidder must provide technical service to correct deficient treatment within 48 hours of notice.

5.0 DETAIL SPECIFICATIONS

By submission of their Bid, the Bidder guarantees that the product offered will meet the quality standards as specified in these specifications for the term of the contract. The Lexington-Fayette Urban county Government reserves the right to conduct periodic checks on the quality of material furnished under this contract or to have the product's 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 material furnished under this contract shall be completely soluble, having a very rapid dissolving rate and low order of toxicity. It shall require minimal special precautions in handling. It is recommended that the product be a nonhazardous substance as defined by the EPA CERCLA list. If the product proposed is a hazardous substance as defined by the EPA CERCLA list special precautions in handling and/or storage must be submitted with the bid package.

5.1 PROCESS DESCRIPTION

The system shall provide for bulk storage of proposed chemical and metering of the chemical from a bulk storage tank to the wastewater collection system. The system shall contain controls as necessary to facilitate discrete dosing profiles that vary in 1-hour increments over a 24-hr period. Calibration equipment shall be permanently installed to facilitate calibration of feed pumps.

The material shall be chemically stable, allowing continuous removal of sulfide contributed by side streams downstream of the application point. As a result of the biochemical process, the material shall provide the additional benefit of biochemical oxygen demand (BOD) reduction in the wastewater.

5.2 SUBMITTAL

A. Dosing/Infusion Equipment

Dosing/Infusion equipment must have the capability of remote adjustment and must also have built in capability of automatically adjusting dosing rate based on temperature and flow rate.

The manufacturer shall submit complete shop drawings and engineering data to the Owner or Engineer, upon request. These submittals shall include, at a minimum:

1. Drawings showing plan and elevation views of the feed system
2. Control system layout drawing
3. Control systems electrical diagram
4. Manufacture's catalogue information on major system components including, but not limited to:
 - a. Chemical Feed Pumps
 - b. Liquid Storage Tanks
 - c. Operator Interface
5. Statement of design conditions and performance guarantee
6. Statement of warranty
7. Reference list with a minimum of three (3) locations where the above listed equipment has been installed and is in service with reference contact names and phone numbers of individuals/organizations using the equipment.

B. Operation and maintenance manuals

Operation and maintenance manuals shall be provided by the Manufacturer prior to installation of all major equipment components. These manuals shall include at a minimum:

1. Information in hazards associated with the system and the appropriate safety precautions
2. All appropriate Safety Data Sheets
3. Equipment installation instructions
4. Equipment startup instructions
5. Equipment maintenance procedures
6. Troubleshooting guide

6.0 BID EVALUATION

The bid will be evaluated and accepted based on the product's ability to perform within the required performance parameter specified in Section 4.0 and its ability to meet all other requirements of these

specifications. The supplier shall have a minimum of three (3) years odor control experience in wastewater and provide with Bid at least three (3) references where this product has been applied successfully, including the name and telephone number of the person in responsible position.

Field test results from at least three (3) reference systems showing application rates and measured dissolved hydrogen sulfide levels in ppm before and after treatments shall also be included with Bid. Data must include evidence that treatment reduced hydrogen sulfide concentration to less than 0.1 ppm.

The unit price contract will be awarded to the lowest responsible bidder(s) who are recognized suppliers 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 Lexington-Fayette Urban County Government to accept it. The Lexington-Fayette Urban County Government reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejections or waiver is in the best interest of the Lexington-Fayette Urban County Government. The Lexington-Fayette Urban County Government also reserves the right to purchase from multiple vendors if and when it is in the best interest to do so.

7.0 DELIVERY FOB LEXINGTON, KENTUCKY

Deliveries shall be made upon order at any time after a formal contract has been executed by the Lexington-Fayette Urban County Government and the supplier. Orders for material will be placed for quantities as required for operation due to site restrictions and are to be shipped by truck, with pumping into the storage tank to be the responsibility of the vendor. No deliveries accepted after 3:30 p.m. Two-day response to a telephone or email order is required. The successful bidder shall certify, before award of the contract, which material will be delivered only by drivers who have had certified training in proper spill containment.

8.0 OTHER SERVICES

1. Supplier shall furnish names and phone numbers of person to contact for ordering chemical as well as name and phone numbers of persons to contact for emergency shipment or on holidays, weekends and after hours.
2. Vendor will meet with the LFUCG Division of Water Quality at the start of the contract to discuss goals for odor and corrosion prevention at each of the various sites. Vendor will assist the LFUCG Division of Water Quality in optimizing chemical doses at all sites to achieve these goals.
3. Vendor will provide technical assistance to the LFUCG Division of Water Quality as needed concerning feed rate adjustment, equipment, maintenance, testing and troubleshooting.
4. Once per month Vendor will collect samples of wastewater discharge point of each location being dosed. Vendor shall perform tests on these samples to determine concentrations of hydrogen sulfide and nitrate.

5. Once per month the Vendor shall use gas monitors to perform testing of atmospheric concentrations of hydrogen sulfide at the discharge point of each location being dosed. Atmospheric reading shall be recorded for a minimum period of 24 hours. These readings shall be included in the monthly report and include time, temperature, hydrogen sulfide readings in five (5) minute increments and average hydrogen sulfide.
6. A report of these findings will be sent by email to the LFUCG Division of Water Quality representative within seven (7) days after collection. These reports shall also include the feed rate of chemical at the time of testing, chemical usage at each location over the past month and the cumulative chemical usage to date. In lieu of written reports, this data may be posted to a web based site on an ongoing basis. The site shall provide the capability to produce multiple reports and shall have the ability to print these reports. The LFUCG shall have 24 hour access to this site. The web site must be approved by the LFUCG before substituting for the written reports.
7. The vendor may also be required to conduct gas and water analysis of situations and locations subject to spot odor and/or corrosion conditions. These spot tests shall consist of a “before” analysis, a recommendation to solve the problem, an “after” analysis (if necessary) and a final written report of the problem/findings, the correction process/recommendation and the ultimate conclusion/result of the process. The analysis shall be initiated within 48 hours of notice by the LFUCG.
8. Vendor shall provide training either on-site or at other suitable facilities. Training may consist of hands-on work with the chemical dosing equipment and the technology behind the interaction of the chemical and the targeted microorganisms. Propose curriculum shall be submitted in advance for approval.

Existing Equipment

LFUCG owns the tanks at: South Elkhorn, North Elkhorn, East Hickman, Lower Cane Run, Lower Town Branch, Kentucky Horse Park, Lower Cane Run #2, Mint Lane, Keenland, Hamburg Place, Shandon Park 1 and Armstrong Mill. LFUCG has pumps at these locations but have not been in operation for at least 7 years and none have remote location controls or automatic dose adjustment capabilities. Vendors will need to provide their own pumps.

Expansion Area 2A, Deep Springs & Wolf Run are new stations with new pumps but do not have remote location or automatic dose adjustment capabilities.

Vendors are expected to conduct analysis of all stations and situations a bid accordingly.

REMOVAL OF HYDROGEN SULFIDE AND OTHER COMMON ODORS IN WASTEWATER COLLECTION AND TREATMENT PLANTS BY BIOLOGICAL AND/OR CHEMICAL PROCESS

PRICING

We propose to furnish the product known as “ Nitra-Now ” (Trade Name) as a means to eliminate the odor, corrosion and safety problems associated with hydrogen sulfide in sewage.

Brand Name & Number	Required Application Rate	Unit Price FOB Lexington
<u>Nitra-Now</u>	<u>0.69</u> Gallons/Pound H ₂ S	<u>\$ 2.09</u> \$/Gallon

Field test results from at least three (3) reference systems showing application rates and measured dissolved hydrogen sulfide levels in ppm before and after treatments included with Bid: Yes

Three (3) reference contacts and names of individuals using the proposed chemical and proposed dosing equipment included with Bid: Yes

ALTERNATE PRICING

The Lexington-Fayette Urban County Government will accept Alternate Pricing to be submitted for additional products that may meet a wide variety of odor control needs the LFUCG may need in future odor and corrosion needs, or alternatively to optimize existing odor control applications.

Alternate #1- We propose to furnish the product known as “ SUL-FIGHT ” (Trade Name) as a means to eliminate the odor, corrosion and safety problems associated with hydrogen sulfide in sewage.

Brand Name & Number	Required Application Rate	Unit Price FOB Lexington
<u>SUL-FIGHT</u>	<u>0.75</u> Gallons/Pound H ₂ S	<u>\$ 13.15</u> \$/Gallon

Field test results from at least three (3) reference systems showing application rates and measured dissolved hydrogen sulfide levels in ppm before and after treatments included with Bid: Yes

Three (3) reference contacts and names of individuals using the proposed chemical and proposed dosing equipment included with Bid: Yes

Alternate #2- We propose to furnish the product known as “ Rox 92 ” (Trade Name) as a means to eliminate the odor, corrosion and safety problems associated with hydrogen sulfide in sewage.

Brand Name & Number	Required Application Rate	Unit Price FOB Lexington
<u>Rox 92</u>	<u>N/A</u> Gallons/Pound H ₂ S	<u>\$92.35</u> \$/Gallon

Field test results from at least three (3) reference systems showing application rates and measured dissolved hydrogen sulfide levels in ppm before and after treatments included with Bid: no

Three (3) reference contacts and names of individuals using the proposed chemical and proposed dosing equipment included with Bid: YES

Alternate #3- We propose to furnish the product known as “ _____ ” (Trade Name) as a means to eliminate the odor, corrosion and safety problems associated with hydrogen sulfide in sewage.

Brand Name & Number	Required Application Rate	Unit Price FOB Lexington
	_____ Gallons/Pound H ₂ S	_____ \$/Gallon

Field test results from at least three (3) reference systems showing application rates and measured dissolved hydrogen sulfide levels in ppm before and after treatments included with Bid: _____

Three (3) reference contacts and names of individuals using the proposed chemical and proposed dosing equipment included with Bid: _____

Alternate #4- We propose to furnish the product known as “ _____ ” (Trade Name) as a means to eliminate the odor, corrosion and safety problems associated with hydrogen sulfide in sewage.

Brand Name & Number	Required Application Rate	Unit Price FOB Lexington
Hydrogen Peroxide 50%	_____ Gallons/Pound H ₂ S	_____ \$/Gallon

SPECIAL CIRCUMSTANCE INSTALLATIONS

Occasional special circumstances may require temporary equipment and chemical dispersal. This may be a small portable tank with a dispersal pump or an internal confined area such as a wet well or a manhole. In either case, the vendor will be responsible for providing a pre-chemical analysis of the gas and sewer conditions. Vendor will then make recommendations as to the appropriate dosage needed to alleviate the condition. Vendor will then provide regular monitoring as needed to ensure the dosage rate is appropriate and at its most efficient rate. Reports must be delivered to the LFUCG within 24 hours of testing. Chemical refills shall be as needed to meet the projected dosage rate.

Equipment for External Chemical Dispersal

The dispensing unit shall be a double walled tank capable of being delivered in a two ton pickup truck or smaller. The tank shall be filled to its maximum capacity from a tanker truck. Chemical shall be delivered to the system via a pump connected to an external power supply. This type of configuration will generally be at a pump station with power available.

Tank Delivery and Set Up to include leveling for the tank and electrical hook up \$ N/A NO CHARGE

Chemical cost per gallon \$ 2.09

Chemical to use: Nitro-Nox

Field test results from at least three (3) reference systems showing application rates and measured dissolved hydrogen sulfide levels in ppm before and after treatments included with Bid: Yes

Three (3) reference contacts and names of individuals using the proposed chemical and proposed dosing equipment included with Bid: Yes

Equipment Specifications for Confined Area Internal Chemical Dispersal

The dispensing unit shall be a non-hazardous, self-contained and battery operated unit and may not use an external power or AC power source. The dispensing unit may be microprocessor based but must have the ability to program dosing rates and have an electronic dosing control. The dispensing unit must be able to fit inside the confines of a standard manhole or a small pump station wet well and must have the ability to be safely installed within the manhole or wet well.

Dispensing Unit and Set Up for 1 – 3 units \$ _____

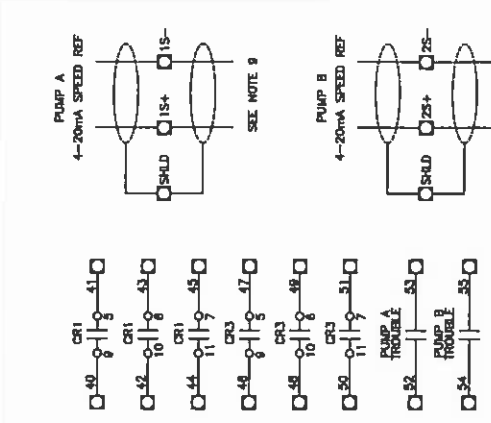
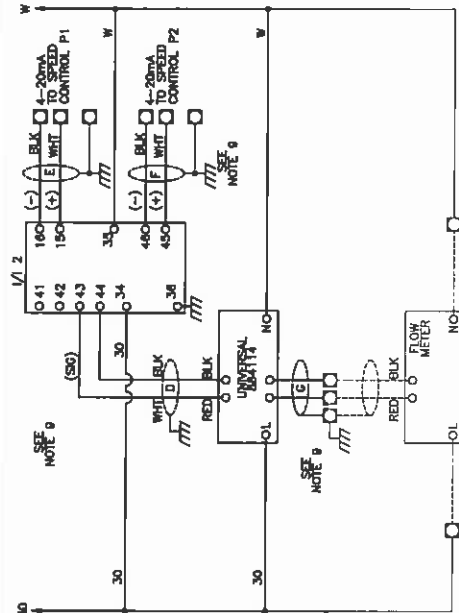
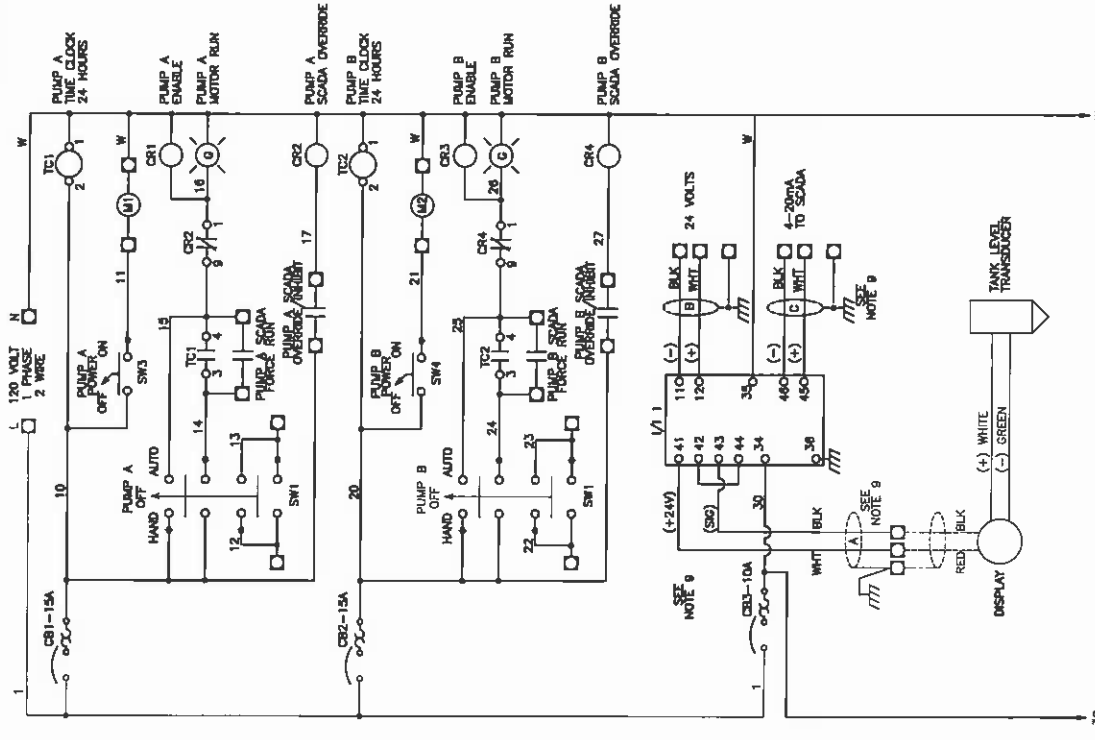
Dispensing Unit and Set Up for 4 and up units \$ _____

Chemical cost per gallon \$ _____

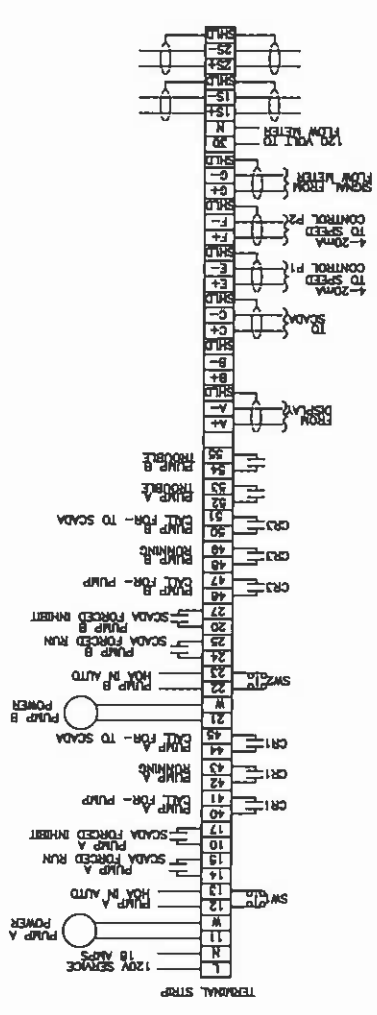
Chemical to use: _____

Field test results from at least three (3) reference systems showing application rates and measured dissolved hydrogen sulfide levels in ppm before and after treatments included with Bid: _____

Three (3) reference contacts and names of individuals using the proposed chemical and proposed dosing equipment included with Bid: _____



- 1.) PANEL GROUND TERMINAL MUST BE CONNECTED TO EARTH GROUND PER NEC.
- 2.) FIELD WIRING IS SHOWN WITH NO ELECTRICAL POWER THAT IS, WITH ALL COMPONENTS IN DE-ENERGIZED STATE.
- 3.) INSTALLER MUST PROVIDE EITHER A AMP INVERSE TIME MAIN DISCONNECTING BREAKER OR AMP DUAL ELEMENT FUSES IN A MAIN DISCONNECTING DEVICE.
- 4.) INSTALLER MUST VERIFY THAT PHASE TO NEUTRAL IS 120 VOLTS BEFORE CONNECTING CONTROL CIRCUITS.
- 5.) RECOMMENDED TIGHTENING TORQUES FOR TERMINALS:
- 6.) 24 VOLT POWER, CONTROL & LOW VOLTAGE - 1/4 POUND INCHES.
- 7.) THE CONTROL LATCH PROHIBITED ON OUTER DOOR OF ENCLOSURE FOR PADLOCK.
- 8.) ALL LOCKS SHOULD BE KEPT OPEN WITH NO LOAD IN TANK OR WELL.
- 9.) SHIELDED WIRE TO BE GROUNDING AT ONE END POINT.
- 10.) MOTOR THERMAL OVERLOAD PROTECTION MUST BE PROVIDED INTERNAL TO THE PUMP MOTOR.



		Bugaboo Controls LLC 4740T Interstate Dr. Cincinnati, OH 45246 Phn 513-870-0098 Fax 513-870-0139 www.bugaboocontrols.com	
Customer: AULUCK CHEMICAL SOLUTIONS, INC.		Project Name: TMO PUMP TOWER AND TANK LEVEL CONTROL PANEL	
Drawn By: RWF		Checked By: REV	
Desiged By: REV		As-Built Date:	
Motor Requirements:		Motor Requirements:	
Panel Power Requirements SCCR 1 kA RMS Max V 120 Panel HP --- Volts 120 Panel FLA 20 Phase 1 Main CB/TU 30/25 A Hz 60		This complete electrical assembly will be constructed and labeled to conform to UL Procedure(e) UL508A	
Sheet: 1 of 1		Wire Table Wire Control 120V Control 120V Motor 24VAC <12VAC 24VDC <12VDC Shielded Ground	
Checked By:		Checked By:	
As-Built By:		As-Built By:	
Curst Ref. No./ Part No.:		Curst Ref. No./ Part No.:	
Project No.: BC		Drawing No.: 15-D-1134	

Executive Management Team

CENTRAL KENTUCKY HQ

Aulick Chemical Solutions is a local and regional leader providing solutions for hydrogen sulfide prevention, odor control, industrial cleaning applications, and drinking water treatment. Our client base extends through the primary states of KY-IN-OH-MI-PA-WV-TN-GA and FL. Whether in the public utility sector with water and wastewater treatment plants, or in the private manufacturing industry, Aulick has the experience to craft custom solutions for short term projects or long term value and consistency. Our culture is based upon passion, excellence, integrity, innovation, and balance.

Our corporate headquarters, production facilities, fleet lot, and engineered chemical feed systems division are located in Nicholasville, KY, just 8 miles from downtown Lexington. Our fleet of bulk vehicles consists of tractor trailer tankers and tandem straight tankers for quick, reliable, and local chemical deliveries. Our straight tankers have become essential for chemical deliveries in small, tight locations where tractor trailer tankers are unable to fit.



UNPARALLELED SERVICE

Our team of problem solvers and consultants have over 55 years of combined water & wastewater treatment experience. We're dedicated workers and passionate about what we do. We often like to ask ourselves, "how can we make it better?". Our local management and consulting team includes:

- Tim Aulick, President - Chemist, Customer Relations, Business Acquisition, Innovation. (859) 619-1318
- Brian Castle, Project Manager - Odor Control Specialist, Chemical Feed Systems, Customer Relations. (859) 559-2842
- Troy Taubert, Applied Chemist - Water Treatment Technologies, Business Acquisition, Innovation. (859) 559-3318
- Keith Bevins, Consultant - Water & Wastewater Treatment, Odor Control, Chemical Application. (859) 333-0879
- Kevin Case, System Project Manager - Design, Installation Expert, Maintenance, Engineered Chemical Feed Systems. (859) 227-1411
- Michelle Brock, Office Manager - Customer Service, Delivery & Logistics. (859) 553-8095.



Aul-Flo SDT

APPLICATION

Aul-Flo SDT features proportional dosing control with specific high flow event recognition, tank level indication, web access, and text alerting. The ultrasonic flow meter is non-invasive and is attached to the outside of the sanitary sewer line where it transmits waste movement and volume. This information is used to proportionally control the chemical metering pump. During heavy rain, the Aul-Flo system automatically suspends chemical feed for a predetermined period of time. The high flow recognition cycle continues until volume flow has ended at which point Aul-Flo will continue with normal operation.

FEATURES & BENEFITS

- **Proportional Feed Control**
 - Direct injection into wastewater stream based on flow
 - Ensures accurate chemical dosing
 - Eliminates overdosing
- **High Flow Event Recognition**
 - System specifically designed to recognize abnormal flow due to unique events
 - Configured to each municipality
 - Chemical dosing suspended for designated period of time
- **Local Display**
 - Stop notification
 - Tank level
 - Pump control on/off
- **Web Based Access**
 - Remote tank level monitoring
 - Chemical usage/average dosing rate
- **Text Alerts**
 - Custom call list for alarm notification
 - Low tank level notification



Aul-Flo^{SDT}

Superior Dosing Technology

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Inspired innovation.

Customer References (Nitra-Nox)

CUSTOMERS

- Richmond Utilities, Richmond, KY - Wade Johnson, Senior Engineer - (859) 623-2323
- City of Johnson City, TN - Jeff Corder, Utility Director - (423) 547-6351
- "Citizen Energy", City of Indianapolis - Joni Staten, Senior Engineer - (317) 639-7078

REFERENCE APPLICATION RATES

- Haysi, VA
 - Feed rate: 125 ppm/6 hours retention time
 - Before H₂S (dissolved): > 20 mg/L
 - After H₂S (dissolved): < 1 mg/L
- Richmond, KY
 - Feed rate: 90 ppm
 - Before H₂S (L): 4 mg/L
 - After H₂S (L): < 0.1 mg/L
- Millersville, TN
 - Feed rate: 125 ppm
 - Before H₂S (L): 3-4 mg/L
 - After H₂S (L): < 0.1 mg/L

Customer References (Sul-Fight)

CUSTOMERS

- Prestonsburg Utilities, Prestonsburg, KY - Larry Prater, Plant Manager - (606) 886-6181
- Griffin Industries, Russellville, KY - Chris Key - (270) 726-7605
- Dar Pro Rendering, Starke, FL - Brad Huffman - (904) 964-8083

REFERENCE APPLICATION RATES

- Prestonsburg Utilities
 - Feed rate: 220 ppm (sludge application)
 - Before H₂S (L): 7 mg/L
 - After H₂S (L): 0 mg/L
- Griffin Industries, Russellville, KY
 - Feed rate: 150 ppm
 - Before H₂S (L): 4-6 ppm
 - After H₂S (L): < 0.1 mg/L
- Dar Pro Rendering, Starke, FL
 - Feed rate: 150 ppm
 - Before H₂S (L): 4 mg/L
 - After H₂S (L): 0 mg/L

Customer References (ROX-92)

CUSTOMERS

- EnviroSolution, Inc. dba Big Run Landfill, Ashland, KY - Pam Allen - (606) 929-9340
- City of Morristown, TN - Gary Love - (423) 586-1451
- Bush Bros & Co., Daindridge, TN. - Tim Stewart - (865) 509-2361

Nitra-Nox

Odor Control for Hydrogen Sulfide Prevention

A Leader in the Fight Against Hydrogen Sulfide (H₂S)

Odor control/ hydrogen sulfide prevention represents one of the biggest problems facing the wastewater industry today. Aulick Chemical Solutions has combined the chemistry of H₂S encapsulation and prevention creating an improved and more effective Nitra-Nox.

Nitra-Nox is a naturally proven solution used to prevent the production of H₂S in wastewater. H₂S is produced when the anaerobic bacteria feeds on sulfates. Nitra-Nox is an alternative oxygen source, preventing future production of H₂S. With our latest encapsulation technology, Nitra-Nox can also be fed where H₂S is already present. Nitra-Nox will encapsulate the H₂S and prevent it from being expressed and enable future production to be prevented.

Benefits of Nitra-Nox

- Nonhazardous
- Prevents corrosion to wastewater system and equipment
- Does not effect the pH of wastewater
- Preventative solution
- Specialized dosing systems
- Reduces health threats to workers
- Cost effective
- Reduces BOD
- Fights other odors found in wastewater



AULICK

Inspired innovation.

Corporate Headquarters:

111 Patton Court, Nicholasville, KY 40356

ph 859.8815422 toll free 877.804.2616 fax 859.8818194

www.aulickchemical.com

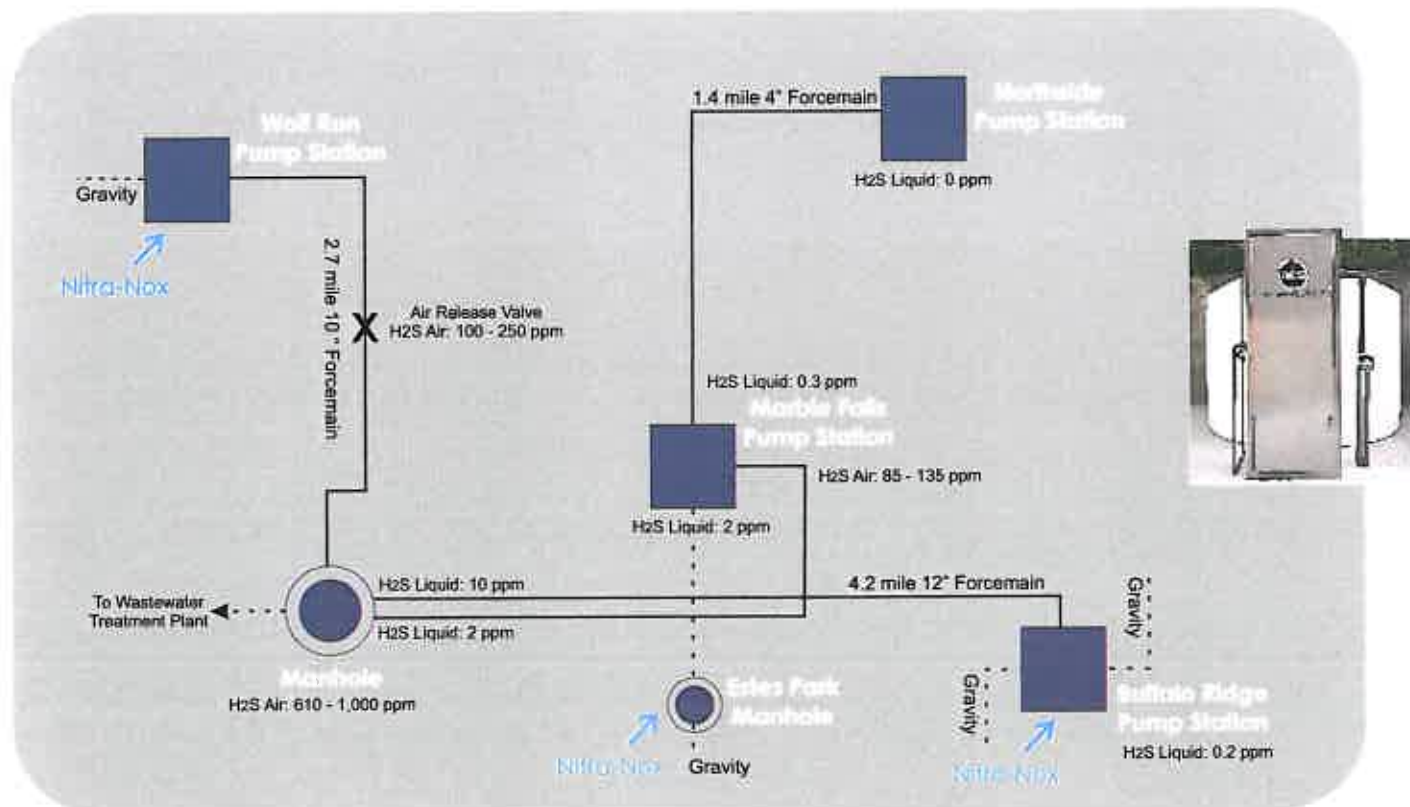
Key Feed Locations for Nitra-nox in a Sewage Collection System with Odor Problems

It's not one size fits all when it comes to odor control. First, the odor must be identified. Second, the location of the odor, location where odor is produced and concentration of the odor must be determined.

In this situation the H₂S issues (odor complaints) are at the manholes receiving all flow prior to the wastewater treatment plant and the air release valve on the forcemain from the Wolf Creek Pump Station. To alleviate the odors, Aulick Chemical Solutions evaluated the entire collection system.

For the H₂S issue at the manhole prior to the wastewater treatment plant, the entire system was tested for H₂S.

For the odor issue at the release valve, the H₂S level was measured at the Wolf Run Pump Station. The 0 ppm reading indicates a perfect location to feed Nitra-Nox and inhibit the production of H₂S in the forcemain.



8 Discharge H₂S liquid Levels

Wolf Creek Pump Station:	6.5 ppm
Marble Falls Pump Station:	2 ppm
Buffalo Ridge Pump Station:	10 ppm
Northside Pump Station:	0 ppm

The H₂S coming from Wolf Run Pump Station will be inhibited by feeding at the Wolf Run Pump Station. The H₂S coming from the Buffalo Ridge Pump Station will also have to be treated at the Buffalo Ridge Pump Station. The H₂S coming from Marble Falls Pump Station is further evaluated and it is determined that the majority of the H₂S is coming from the gravity flowing into the Marble Falls Pump Station. Feeding Nitra-Nox at the Estes Park Manhole will inhibit the H₂S at Marble Falls Pump Station and the discharge into the main manhole prior to the wastewater treatment plant.

Nitra-Nox is available in 55 gallon drums, 330 gallon totes and bulk truck loads of 3000 gallon or more.

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Sul-Fight

Odor/ Corrosion Control

Hydrogen Sulfide

As utilities stretch the limits in providing wastewater service and maximizing the efficiency of conserving water in their processes, hydrogen sulfide grows as an issue. There are three major concerns with hydrogen sulfide: Odor, Corrosion, and Health.

- **Odor:**

Hydrogen Sulfide has the odor of rotten eggs. As an odorant, hydrogen sulfide is considered offensive at levels as low as 2 ppm.

- **Corrosion:**

Hydrogen sulfide causes corrosion to metals and concrete. However, it is not the hydrogen sulfide that is corrosive, but it is the conversion of hydrogen sulfide by Thiobacillus bacteria. This is proven by looking at the corrosion that is on concrete and metal above the liquid level.

- **Health:**

Hydrogen sulfide is a severe danger to human exposure. View the toxicity chart of the Hydrogen Sulfide Toxicity Chart.

Factors that Influence Hydrogen Sulfide Odor/ Corrosion

- **Time:**

As residence time increases, hydrogen sulfide concentration increases.

- **Temperature:**

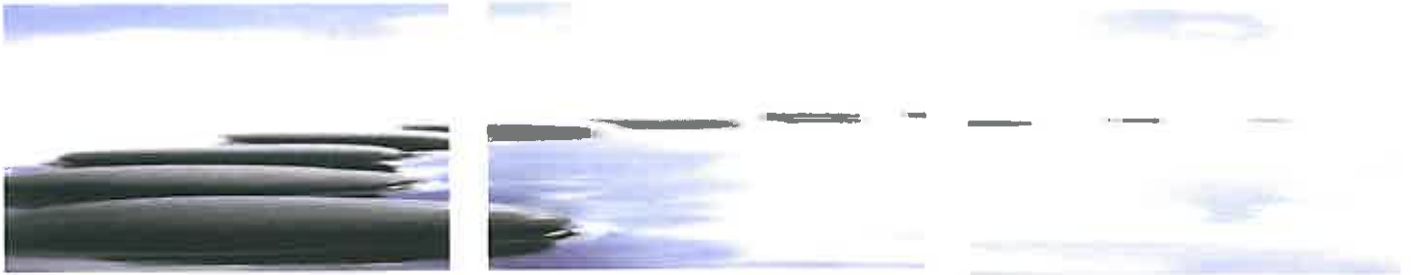
37C is ambient temperature for SRB (sulfate reducing bacteria) growth. So, as the temperature increases, the bacteria count increases as well.

- **Agitation:**

Agitation does not increase the amount of hydrogen sulfide but does increase the amount of hydrogen sulfide in the air.

- **Concentration:**

As BOD increases the sources for oxygen decreases. SRB turns to sulfates for their source of oxygen, producing hydrogen sulfide.



Sul-Fight

When Sul-Fight comes in contact with hydrogen sulfide and other sulfurous compounds, the negative ion on the sulfur bonds with one the positive ions is the Sul-Fight. This reaction produces a non-odorous and non-corrosive sulfonated compound. The reaction is instantaneous and irreversible at ambient temperatures. Unlike metal ions, the Sul-Fight compound is water soluble and does not precipitate out in lift stations, force mains and gravity sewer lines.

Sul-Fight is designed for preventing corrosion and removing odors at locations where hydrogen sulfide already exists (manholes, lift stations, sludge holding tanks air scrubbers and belt press rooms). However, Sul-Fight has been proven at removing hydrogen sulfide in force mains where the retention time exceeds three to five days.

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Sul-Fight

Odor/ Corrosion Control

Feed Locations

Manholes	When hydrogen sulfide and corrosion are an issue, Sul-Fight can be fogged into the station using the B.C. Fogging System.
Lift Stations	For hydrogen sulfide removal, fog Sul-Fight using the B.C. Fogging System. For long retention time force mains, drip feed Sul-Fight into the wet well or direct inject into the wastewater force main. Sul-Fight has shown effective at retention times greater than 5 days.
Sludge Holding Tanks	Inject the Sul-Fight into the sludge line going to the holding tank.
Belt Filter Press	Inject the Sul-Fight into the sludge line at least 30 feet from polymer injection point. The Sul-Fight will aid in polymer efficiency.
Headworks	If headworks are covered, fog the Sul-Fight about the influent using the B.C. Fogging System. If the headworks are uncovered, inject the Sul-Fight into the effluent prior to the headworks.
Air Scrubbers	Sul-Fight can replace bleach as a non-hazardous alternative.



Aulick Chemical Solutions will design and install a chemical feed system to meet your specific application. For more information on the B.C. Fogging Systems, consult with your sales representative. Consult with your sales representative for proper dosage procedures and application.

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ROX-92

Vapor Odor Absorption Chemistry

Introduction

Industrial facilities and municipalities have a growing awareness of nuisance, plant equipment corrosion, and health hazards associated with organic odors from process and waste streams. This is due to the toxicity and chemical nature of various odorous compounds such as hydrogen sulfide, mercaptans, and ammonia.

The concentration of the various odor compounds is dependent upon several factors such as temperature, weather conditions, wind flow direction, microorganism count, organic loadings and residence time in process.

There are many current odor control products available, but in our research we find that they fall short in one of two areas. Either they act merely as a deodorant, masking odors without addressing the elimination of the potentially toxic gases or they eliminate the odorous gases by using a hazardous compound.

Product Information

ROX-92 is a Vapor Odor Absorption Chemistry. There are situations in every industry where odors reach the airborne state. At this point, it is, at the mercy of the air to carry the odor in any direction. Aulick Chemical Solutions realizes that the odors are going to transfer from liquid to air form and thus the ROX-92 was developed.



ROX-92 is a compounded material utilizing absorption and adsorption of odorous compounds such as hydrogen sulfide, mercaptans and ammonia. The ROX-92 reacts with the anions available on nitrogen and sulfur compounds to produce a non odorous environment.

ROX-92 is designed to work in conjunction with the ProFlo Vapor Distribution System (VDS). The ProFlo VDS allows the ROX-92 to create a vapor wall around the odorous source to maximize the contact with the odor compound.

Application

ProFlo VDS

In the ProFlo VDS the ROX-92 is transformed from a liquid form into a vapor form. The ProFlo VDS forms a vapor wall that is naked to the human eye. For more information, request literature of the ProFlo VDS.

Dosage

For applications and dosage rates of ROX-92 consult with your distributor or call Aulick Chemical Solutions, Inc.

Availability

ROX-92 is available in 5 gallon pails, 15 gallon drums and 55 gallon drums.

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Corporate Headquarters:
111 Patton Court, Nicholasville, KY 40356
ph 859.881.5422 toll free 877.804.2616 fax 859.881.8194
www.aulickchemical.com



ProFlo Dual Fan Vapor Distribution System



FEATURES & BENEFITS

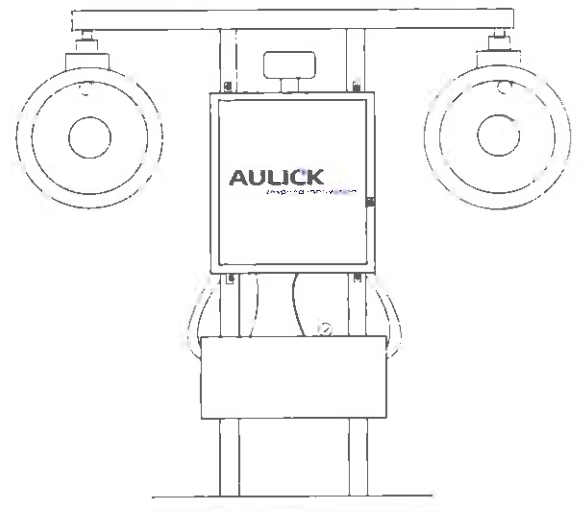
- Stainless Steel Frame
- Fiberglass Enclosure w/Regenerative Blower
- Dual Oscillating Fan System
- Vapor Chamber
- Available For Temporary Rental Or Purchase
- Utilizes ROX-92 Vapor Technology
- Chemical Metering Pump
- No Wet Mist Or Freezing With Vapor
- No Nozzle Clogging
- Mobile Units Are Easily Transported, Installed & Maintained
- Highly Effective Year Round, Seasonal Or For One-Time Event
- Durable Stainless Steel Construction To Withstand Harsh Environments

APPLICATIONS

Building upon what made its predecessor so effective, the ProFlo Dual Fan VDS incorporates two oscillating fans attached to a stainless steel frame designed for maximum output to control odor. A vapor chamber is present to distribute vapor charged air throughout two main supply lines that remove odorous compounds present. ROX-92, Aulick's odor control chemical, is fed into the main chamber via a metering pump for accurate dosing. The main chamber utilizes temperature and pressure to change liquid into vapor form while ROX-92 absorbs nuisance odors such as H₂S, ammonia and mercaptans making the ProFlo Dual Fan VDS highly effective in outdoor odor control scenarios.

TECHNICAL SPECIFICATIONS

Coverage Area	70'D x 76'W
Power/Amps	115V/43.7A
Air Volume	3260 CFM Per Fan
Optional Equipment	Generator
Dimensions (Including Trailer)	155"L x 80"W x 96"H



Safety Data Sheet

Nitra-Nox

SDS Revision Date:

03/11/2015

1. Identification

1.1. Product identifier

Product Identity Nitra-Nox

Alternate Names Nitra-Nox

1.2. Relevant identified uses of the substance or mixture and uses advised against

Intended use Odor neutralizer.

Application Method See Technical Data Sheet.

1.3. Details of the supplier of the safety data sheet

Company Name Aulick Chemical Solutions, Inc.
111 Patton Court
Nicholasville, KY 40356

Emergency

CHEMTREC (USA) (800) 424-9300

Customer Service: Aulick Chemical Solutions, Inc. (859) 881 5422

2. Hazard(s) identification

2.1. Classification of the substance or mixture

Ox. Sol. 3;H272	May intensify fire; oxidizer.
Acute Tox. 5;H303	May be harmful if swallowed. (Not adopted by US OSHA)
Skin Irrit. 3;H316	Causes mild skin irritation. (Not adopted by US OSHA)
Eye Dam. 2B;H320	Causes eye irritation.

2.2. Label elements

Using the Toxicity Data listed in section 11 and 12 the product is labeled as follows.



Warning

H272 May intensify fire; oxidizer.

H303 May be harmful if swallowed.

H316 Causes mild skin irritation.

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[Prevention]:

P210 Keep away from heat / sparks / open flames / hot surfaces - No smoking.

P220 Keep / Store away from clothing combustible materials.

P221 Take any precaution to avoid mixing with combustibles.

P280 Wear protective gloves / eye protection / face protection.

[Response]:

P312 Call a POISON CENTER or doctor / physician if you feel unwell.

P332+313 If skin irritation occurs: Get medical advice / attention.

P370+378 In case of fire: Use extinguishing media listed in section 5 of SDS for extinction.

[Storage]:

No GHS storage statements

[Disposal]:

P501 Dispose of contents / container in accordance with local / national regulations.

3. Composition/information on ingredients

This product contains the following substances that present a hazard within the meaning of the relevant State and Federal Hazardous Substances regulations.

Ingredient/Chemical Designations	Weight %	GHS Classification	Notes
Calcium(II) nitrate, tetrahydrate (1:2:4) CAS Number: 0013477-34-4	50 - 75	Ox. Sol. 3;H272 Eye Dam. 2B;H320 Skin Irrit. 3;H316 Acute Tox. 5;H303	[1]

In accordance with paragraph (i) of §1910.1200, the specific chemical identity and/or exact percentage (concentration) of composition has been withheld as a trade secret.

[1] Substance classified with a health or environmental hazard.

[2] Substance with a workplace exposure limit.

[3] PBT-substance or vPvB-substance.

*The full texts of the phrases are shown in Section 16.

4. First aid measures

4.1. Description of first aid measures

General

In all cases of doubt, or when symptoms persist, seek medical attention.
Never give anything by mouth to an unconscious person.

Inhalation

N/A

Eyes

Irrigate copiously with clean water for at least 15 minutes, holding the eyelids apart and seek medical attention.

Skin

Remove contaminated clothing. Wash skin thoroughly with soap and water or use a recognized skin cleanser.

Ingestion

If swallowed obtain immediate medical attention. Keep at rest. Do NOT induce vomiting.

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4.2. Most important symptoms and effects, both acute and delayed

Overview	Eye: Irritating and may injure eye tissue if not flushed promptly and thoroughly. Skin: Will dry skin. Inhalation: N/A Ingestion: Do not ingest. See section 2 for further details.
Eyes	Causes eye irritation.
Skin	Causes mild skin irritation. (Not adopted by US OSHA)
Ingestion	May be harmful if swallowed. (Not adopted by US OSHA)

5. Fire-fighting measures

5.1. Extinguishing media

N/A

5.2. Special hazards arising from the substance or mixture

Hazardous decomposition: No hazardous decomposition data available.
Keep away from heat / sparks / open flames / hot surfaces - No smoking.
Keep / Store away from clothing combustible materials.
Take any precaution to avoid mixing with combustibles.

5.3. Advice for fire-fighters

Flashpoint: Nitra-Nox will not burn
Auto ignition: Nitra-Nox will not ignite.

ERG Guide No. ----

6. Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Put on appropriate personal protective equipment (see section 8).

6.2. Environmental precautions

Do not allow spills to enter drains or waterways.
Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

6.3. Methods and material for containment and cleaning up

Environmental precautions: Nitra-Nox is 100 % biodegradable and non hazardous.

Spill Recovery: For large spill recovery, if possible return to tank for use. Absorb spill with inert material (kitty litter, sand). Dispose of according to local, state, and federal regulations.

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7. Handling and storage

7.1. Precautions for safe handling

Nitra-Nox is non hazardous.

See section 2 for further details. - [Prevention]:

7.2. Conditions for safe storage, including any incompatibilities

Handle containers carefully to prevent damage and spillage.

Incompatible materials: Petroleum products

Nitra-Nox should be stored sealed tightly.

See section 2 for further details. - [Storage]:

7.3. Specific end use(s)

No data available.

8. Exposure controls and personal protection

8.1. Control parameters

Exposure

CAS No.	Ingredient	Source	Value
0013477-34-4	Calcium(II) nitrate, tetrahydrate (1:2:4)	OSHA	No Established Limit
		ACGIH	No Established Limit
		NIOSH	No Established Limit
		Supplier	No Established Limit

Carcinogen Data

CAS No.	Ingredient	Source	Value
0013477-34-4	Calcium(II) nitrate, tetrahydrate (1:2:4)	OSHA	Select Carcinogen: No
		NTP	Known: No; Suspected: No
		IARC	Group 1: No; Group 2a: No; Group 2b: No; Group 3: No; Group 4: No;

8.2. Exposure controls

Respiratory

If workers are exposed to concentrations above the exposure limit they must use the appropriate, certified respirators.

Eyes

Protective safety glasses recommended for open systems.

Skin

Gloves recommended for open systems.

Engineering Controls

Provide adequate ventilation.

Other Work Practices

Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

See section 2 for further details. - [Prevention]:

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9. Physical and chemical properties

Appearance	Clear Liquid
Odor	N/A
Odor threshold	Not Measured
pH	6.5
Melting point / freezing point	-25 F
Initial boiling point and boiling range	212 F to 370 F
Flash Point	Not Measured
Evaporation rate (Ether = 1)	Less than 1 (butyl acetate = 1)
Flammability (solid, gas)	Not Applicable
Upper/lower flammability or explosive limits	Lower Explosive Limit: Not Measured Upper Explosive Limit: Not Measured
Vapor pressure (Pa)	Less than 10 mmHg at 77 F
Vapor Density	Not Measured
Specific Gravity	10.5 – 12.0 lb/gal
Solubility in Water	Not Measured
Partition coefficient n-octanol/water (Log Kow)	Not Measured
Auto-ignition temperature	Not Measured
Decomposition temperature	Not Measured
Viscosity (cSt)	50 - 200 cps at 70 F (CST)

9.2. Other information

No other relevant information.

10. Stability and reactivity

10.1. Reactivity

Hazardous Polymerization will not occur.

10.2. Chemical stability

Stable under normal circumstances.

10.3. Possibility of hazardous reactions

No data available.

10.4. Conditions to avoid

No data available.

10.5. Incompatible materials

Petroleum products

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10.6. Hazardous decomposition products

No hazardous decomposition data available.

11. Toxicological information

Acute toxicity

Ingredient	Oral LD50, mg/kg	Skin LD50, mg/kg	Inhalation Vapor LD50, mg/L/4hr	Inhalation Dust/Mist LD50, mg/L/4hr	Inhalation Gas LD50, ppm
Calcium(II) nitrate, tetrahydrate (1:2:4) - (13477-34-4)	3,900.00, Rat - Category: 5	No data available	No data available	No data available	No data available

Note: When no route specific LD50 data is available for an acute toxin, the converted acute toxicity point estimate was used in the calculation of the product's ATE (Acute Toxicity Estimate).

Classification	Category	Hazard Description
Acute toxicity (oral)	5	May be harmful if swallowed. (Not adopted by US OSHA)
Acute toxicity (dermal)	---	Not Applicable
Acute toxicity (inhalation)	---	Not Applicable
Skin corrosion/irritation	3	Causes mild skin irritation. (Not adopted by US OSHA)
Serious eye damage/irritation	2B	Causes eye irritation.
Respiratory sensitization	---	Not Applicable
Skin sensitization	---	Not Applicable
Germ cell mutagenicity	---	Not Applicable
Carcinogenicity	---	Not Applicable
Reproductive toxicity	---	Not Applicable
STOT-single exposure	---	Not Applicable
STOT-repeated exposure	---	Not Applicable
Aspiration hazard	---	Not Applicable

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12. Ecological information

12.1. Toxicity

No additional information provided for this product. See Section 3 for chemical specific data.

Aquatic Ecotoxicity

Ingredient	96 hr LC50 fish, mg/l	48 hr EC50 crustacea, mg/l	ErC50 algae, mg/l
Calcium(II) nitrate, tetrahydrate (1:2:4) - (13477-34-4)	Not Available	Not Available	Not Available

12.2. Persistence and degradability

There is no data available on the preparation itself.

12.3. Bioaccumulative potential

Not Measured

12.4. Mobility in soil

No data available.

12.5. Results of PBT and vPvB assessment

This product contains no PBT/vPvB chemicals.

12.6. Other adverse effects

No data available.

13. Disposal considerations

13.1. Waste treatment methods

Observe all federal, state and local regulations when disposing of this substance.

14. Transport information

	DOT (Domestic Surface Transportation)	IMO / IMDG (Ocean Transportation)	ICAO/IATA
14.1. UN number	Not Applicable	Not Regulated	Not Regulated
14.2. UN proper shipping name	Not Regulated	Not Regulated	Not Regulated
14.3. Transport hazard class(es)	DOT Hazard Class: Not Applicable	IMDG: Not Applicable Sub Class: Not Applicable	Air Class: Not Applicable
14.4. Packing group	Not Applicable	Not Applicable	Not Applicable
14.5. Environmental hazards			
IMDG	Marine Pollutant: No		
14.6. Special precautions for user	No further information		

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15. Regulatory information

Regulatory Overview	The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented.
Toxic Substance Control Act (TSCA)	All components of this material are either listed or exempt from listing on the TSCA Inventory.
WHMIS Classification	D2B C
US EPA Tier II Hazards	Fire: No Sudden Release of Pressure: No Reactive: Yes Immediate (Acute): Yes Delayed (Chronic): No

EPCRA 311/312 Chemicals and RQs:

To the best of our knowledge, there are no chemicals at levels which require reporting under this statute.

EPCRA 302 Extremely Hazardous:

To the best of our knowledge, there are no chemicals at levels which require reporting under this statute.

EPCRA 313 Toxic Chemicals:

Calcium(II) nitrate, tetrahydrate (1:2:4)

Proposition 65 - Carcinogens (>0.0%):

To the best of our knowledge, there are no chemicals at levels which require reporting under this statute.

Proposition 65 - Developmental Toxins (>0.0%):

To the best of our knowledge, there are no chemicals at levels which require reporting under this statute.

Proposition 65 - Female Repro Toxins (>0.0%):

To the best of our knowledge, there are no chemicals at levels which require reporting under this statute.

Proposition 65 - Male Repro Toxins (>0.0%):

To the best of our knowledge, there are no chemicals at levels which require reporting under this statute.

New Jersey RTK Substances (>1%) :

To the best of our knowledge, there are no chemicals at levels which require reporting under this statute.

Pennsylvania RTK Substances (>1%) :

To the best of our knowledge, there are no chemicals at levels which require reporting under this statute.

16. Other information

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.

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The full text of the phrases appearing in section 3 is:

H272 May intensify fire; oxidizer.

H303 May be harmful if swallowed.

H316 Causes mild skin irritation.

H320 Causes eye irritation.

This is the first version in the GHS SDS format. Listings of changes from previous versions in other formats are not applicable.

This Technical and Safety Information is given in good faith to our customers, but it should not be construed as a warranty or representation for which Aulick Chemical Solutions, Inc. can assume legal responsibility. This information should not be construed as a recommendation to use any product in conflict with existing patents or licenses. Users should verify and test the suitability of the products for their own specific applications. Furthermore, no responsibility is assumed or implied for misuse and resulting damages.

End of Document

Safety Data Sheet

Sul-Fight

SDS Revision Date:

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1. Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product Identity

Sul-Fight

Alternate Names

Chemical Family: Organic Liquid
Chemical Name: Proprietary

1.2. Relevant identified uses of the substance or mixture and uses advised against

Intended use

Odor/Corrosion Control

Application Method

See Technical Data Sheet.

1.3. Details of the supplier of the safety data sheet

Company Name

Aulick Chemical Solutions, Inc.
111 Patton Court
Nicholasville, KY 40356

Emergency

CHEMTREC (USA)

(800) 424-9300

Customer Service: Aulick Chemical Solutions, Inc.

(859) 881 5422

2. Hazard identification of the product

2.1. Classification of the substance or mixture

Acute Tox. 4;H302

Harmful if swallowed.

Skin Sens. 1;H317

May cause an allergic skin reaction.

2.2. Label elements

Using the Toxicity Data listed in section 11 and 12 the product is labeled as follows.



Warning

H302 Harmful if swallowed.

H317 May cause an allergic skin reaction.

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Eyes	Irrigate copiously with clean fresh water for at least 15 minutes, holding the eyelids apart and seek medical attention.
Skin	Remove contaminated clothing. Wash skin thoroughly with soap and water or use a recognized skin cleanser.
Ingestion	If accidentally swallowed obtain immediate medical attention. Keep at rest. Do NOT induce vomiting.

4.2. Most important symptoms and effects, both acute and delayed

Overview No specific symptom data available. See section 2 for further details.

Skin May cause an allergic skin reaction.

Ingestion Harmful if swallowed.

5. Fire-fighting measures

5.1. Extinguishing media

Recommended extinguishing media; alcohol resistant foam, CO₂, powder, water spray.
Do not use; water jet.

5.2. Special hazards arising from the substance or mixture

Hazardous decomposition: Carbon dioxide, carbon monoxide, and oxides of nitrogen.
Avoid breathing dust / fume / gas / mist / vapors / spray.

5.3. Advice for fire-fighters

Cool closed containers exposed to fire by spraying them with water. Do not allow run off water and contaminants from fire fighting to enter drains or water courses.

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6. Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Put on appropriate personal protective equipment (see section 8).

6.2. Environmental precautions

Do not allow spills to enter drains or watercourses.

Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

6.3. Methods and material for containment and cleaning up

Take the personal protective measures listed in section 8.

Contain and absorb spillage with non-combustible materials e.g. sand, earth, vermiculite. Place in closed containers outside buildings and dispose of according to the Waste Regulations. (See section 13).

Do not allow spills to enter drains or watercourses.

If drains, sewers, streams or lakes are contaminated, inform the local water company immediately. In the case of contamination of rivers, streams or lakes the Environmental Protection Agency should also be informed.

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7. Handling and storage

7.1. Precautions for safe handling

See section 2 for further details. - [Prevention]:

7.2. Conditions for safe storage, including any incompatibilities

Handle containers carefully to prevent damage and spillage.

Incompatible materials: Strong acids or oxidizing agents

See section 2 for further details. - [Storage]:

7.3. Specific end use(s)

No data available.

8. Exposure controls and personal protection

8.1. Control parameters

Exposure

CAS No.	Ingredient	Source	Value
Proprietary	Proprietary Preservative	OSHA	No Established Limit
		ACGIH	No Established Limit
		NIOSH	No Established Limit
		Supplier	No Established Limit

Carcinogen Data

CAS No.	Ingredient	Source	Value
Proprietary	Proprietary Preservative	OSHA	Select Carcinogen: No
		NTP	Known: No; Suspected: No
		IARC	Group 1: No; Group 2a: No; Group 2b: No; Group 3: No; Group 4: No;

8.2. Exposure controls

Respiratory

If workers are exposed to concentrations above the exposure limit they must use the appropriate, certified respirators.

Eyes

Protective safety glasses recommended

Skin

Wear overalls to keep skin contact to a minimum.

Engineering Controls

Provide adequate ventilation. Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction. If these are not sufficient to maintain concentrations of particulates and any vapor below occupational exposure limits suitable respiratory protection must be worn.

Other Work Practices

Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

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See section 2 for further details. - [Prevention]:

9. Physical and chemical properties

Appearance	Clear Liquid
Odor	None
Odor threshold	Not Measured
pH	10.1
Melting point / freezing point	25F
Initial boiling point and boiling range	212F to 370F
Flash Point	Not Measured
Evaporation rate (Ether = 1)	Less than Butyl Acetate
Flammability (solid, gas)	Not Applicable
Upper/lower flammability or explosive limits	Lower Explosive Limit: Not Measured Upper Explosive Limit: Not Measured
Vapor pressure (Pa)	less than 10 mmHg at 77F
Vapor Density	Not Measured
Specific Gravity	8.7-8.8lbs per gallon @77F
Solubility in Water	Not Measured
Partition coefficient n-octanol/water (Log Kow)	Not Measured
Auto-ignition temperature	Not Measured
Decomposition temperature	Not Measured
Viscosity (cSt)	50-200 cps at 70F

9.2. Other information

No other relevant information.

10. Stability and reactivity

10.1. Reactivity

Hazardous Polymerization will not occur.

10.2. Chemical stability

Stable under normal circumstances.

10.3. Possibility of hazardous reactions

No data available.

10.4. Conditions to avoid

Strong oxidizing agents

10.5. Incompatible materials

Strong acids or oxidizing agents

10.6. Hazardous decomposition products

Carbon dioxide, carbon monoxide, and oxides of nitrogen.

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11. Toxicological information

Acute toxicity

Ingredient	Oral LD50, mg/kg	Skin LD50, mg/kg	Inhalation Vapor LD50, mg/L/4hr	Inhalation Dust/Mist LD50, mg/L/4hr	Inhalation Gas LD50, ppm
Proprietary Preservative - (Proprietary)	No data available	No data available	No data available	No data available	No data available

Note: When no route specific LD50 data is available for an acute toxin, the converted acute toxicity point estimate was used in the calculation of the product's ATE (Acute Toxicity Estimate).

Classification	Category	Hazard Description
Acute toxicity (oral)	4	Harmful if swallowed.
Acute toxicity (dermal)	---	Not Applicable
Acute toxicity (inhalation)	---	Not Applicable
Skin corrosion/irritation	---	Not Applicable
Serious eye damage/irritation	---	Not Applicable
Respiratory sensitization	---	Not Applicable
Skin sensitization	1	May cause an allergic skin reaction.
Germ cell mutagenicity	---	Not Applicable
Carcinogenicity	---	Not Applicable
Reproductive toxicity	---	Not Applicable
STOT-single exposure	---	Not Applicable
STOT-repeated exposure	---	Not Applicable
Aspiration hazard	---	Not Applicable

12. Ecological information

12.1. Toxicity

No additional information provided for this product. See Section 3 for chemical specific data.

Aquatic Ecotoxicity

Ingredient	96 hr LC50 fish, mg/l	48 hr EC50 crustacea, mg/l	ErC50 algae, mg/l
Proprietary Preservative - (Proprietary)	Not Available	Not Available	Not Available

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12.2. Persistence and degradability

There is no data available on the preparation itself.

12.3. Bioaccumulative potential

Not Measured

12.4. Mobility in soil

No data available.

12.5. Results of PBT and vPvB assessment

This product contains no PBT/vPvB chemicals.

12.6. Other adverse effects

No data available.

13. Disposal considerations

13.1. Waste treatment methods

Do not allow into drains or water courses. Wastes and emptied containers should be disposed of in accordance with regulations made under the Control of Pollution Act and the Environmental Protection Act.

Using information provided in this data sheet advice should be obtained from the Waste Regulation Authority, whether the special waste regulations apply.

14. Transport information

	DOT (Domestic Surface Transportation)	IMO / IMDG (Ocean Transportation)	ICAO/IATA
14.1. UN number	Not Applicable	Not Applicable	Not Applicable
14.2. UN proper shipping name	Not Regulated	Not Regulated	Not Regulated
14.3. Transport hazard class(es)	DOT Hazard Class: Not Applicable DOT Label: ---	IMDG: Not Applicable Sub Class: Not Applicable	Air Class: Not Applicable
14.4. Packing group	Not Applicable	Not Applicable	Not Applicable
14.5. Environmental hazards			

IMDG Marine Pollutant: No

14.6. Special precautions for user

No further information

14.7. Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code

Not Applicable

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07/15/2014

15. Regulatory information

Regulatory Overview The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented. All ingredients of this product are listed on the TSCA (Toxic Substance Control Act) Inventory or are not required to be listed on the TSCA Inventory.

WHMIS Classification D2B

US EPA Tier II Hazards

Fire: No

Sudden Release of Pressure: No

Reactive: No

Immediate (Acute): Yes

Delayed (Chronic): No

EPCRA 311/312 Chemicals and RQs:

(No Product Ingredients Listed)

EPCRA 302 Extremely Hazardous :

(No Product Ingredients Listed)

EPCRA 313 Toxic Chemicals:

(No Product Ingredients Listed)

Proposition 65 - Carcinogens (>0.0%):

(No Product Ingredients Listed)

Proposition 65 - Developmental Toxins (>0.0%):

(No Product Ingredients Listed)

Proposition 65 - Female Repro Toxins (>0.0%):

(No Product Ingredients Listed)

Proposition 65 - Male Repro Toxins (>0.0%):

(No Product Ingredients Listed)

N.J. RTK Substances (>1%) :

(No Product Ingredients Listed)

Penn RTK Substances (>1%) :

(No Product Ingredients Listed)

Safety Data Sheet

Sul-Fight

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16. Other information

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.

The full text of the phrases appearing in section 3 is:

H302 Harmful if swallowed.

H317 May cause an allergic skin reaction.

This is the first version in the GHS SDS format. Listings of changes from previous versions in other formats are not applicable.

This Technical and Safety Information is given in good faith to our customers, but it should not be construed as a warranty or representation for which Aulick Chemical Solutions, Inc. can assume legal responsibility. This information should not be construed as a recommendation to use any product in conflict with existing patents or licenses. Users should verify and test the suitability of the products for their own specific applications. Furthermore, no responsibility is assumed or implied for misuse and resulting damages.

End of Document

Safety Data Sheet

I. IDENTIFICATION

Product identification used on label

Product Name: ROX-92
Product Identifier: 0712-0587
Recommended Use of the Chemical and restrictions on use: Fragrance

Company: Aulick Chemical Solutions
111 Patton Ct.
Nicholasville, KY 40356

Emergency Phone Number: EMERGENCY PHONE: (800) 535-5053
INFORMATION PHONE: 412-252-1012
INFORMATION FAX: 412-252-1014
IF SWALLOWED CALL YOUR POISON CONTROL CENTER AT 1-800-222-1222

II. HAZARD(S) IDENTIFICATION

Classification of the chemical in accordance with paragraph (d) of §1910.1200;

GHS Hazard Symbols:



GHS Classification: Hazardous to the aquatic environment - Acute Category 1; Hazardous to the aquatic environment - Chronic Category 1; Skin Corrosion/Irritation Category 2; Flammable Liquid Category 3

GHS Signal Word: Warning

GHS Hazard: Flammable liquid and vapour.; Causes skin irritation.; May cause an allergic skin reaction.; Very toxic to aquatic life.; Very toxic to aquatic life with long lasting effects.

GHS Precautions:

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Safety Precautions:	Keep away from heat/sparks/open flames/hot surfaces. - No smoking. Keep container tightly closed. Ground/bond container and receiving equipment. Use explosion-proof electrical/ventilating/lighting/.../ equipment. Use only non-sparking tools. Take precautionary measures against static discharge. Wash thoroughly after handling. Contaminated work clothing should not be allowed out of the workplace. Avoid release to the environment. Wear protective gloves/protective clothing/eye protection/face protection.
First Aid Measures:	IF ON SKIN: Wash with plenty of soap and water. IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower. If skin irritation occurs: Get medical advice/attention. If skin irritation or rash occurs: Get medical advice/attention. Take off contaminated clothing and wash before reuse. Wash contaminated clothing before reuse.
Storage:	Keep container tightly closed. Store in a well-ventilated place. Keep cool.
Disposal:	Dispose of contents/container in accordance with local/regional/national/international regulation for hazardous wastes.

III. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS #	%
Cyclohexene, 1-methyl-4-(1-methylethenyl)-, (R)-	5989-27-5	40 - 70
Stoddard solvent	8052-41-3	10 - 30
Oils, pine	8002-09-3	3 - 7
Ethanone, 1-[(3R,3aR,7R,8aS)-2,3,4,7,8,8a-hexahydro-3,6,8,8-tetramethyl-1H-3a,7-methanoazulen-5-yl]-	32388-55-9	0.1 - 1
Heptanal, 2-(phenylmethylene)-	122-40-7	0.1 - 1
2-Propenal, 3-phenyl-	104-55-2	0.1 - 1
Benzenepropanal, .alpha.-methyl-4-(1-methylethyl)-	103-95-7	0.1 - 1
2H-1-Benzopyran-2-one	91-64-5	0.1 - 1
Phenol, 2-methyl-5-(1-methylethyl)-	499-75-2	0.1 - 1
Benzene, 1-methoxy-4-(1E)-1-propen-1-yl-	4180-23-8	0.1 - 1
2,6-Octadien-1-ol, 3,7-dimethyl-, (2E)-	106-24-1	0.1 - 1

The specific chemical identity and/or exact percentage (concentration) of composition has been withheld as a trade secret is required.

IV. FIRST-AID MEASURES

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Inhalation:	Remove to fresh air. If breathing is difficult, have a trained individual administer oxygen. If not breathing, give artificial respiration and have a trained individual administer oxygen. Get medical attention immediately
Eyes:	Flush eyes with plenty of water for at least 20 minutes retracting eyelids often. Tilt the head to prevent chemical from transferring to the uncontaminated eye. Get immediate medical attention.
Skin Contact:	Wash with soap and water. Remove contaminated clothing and launder. Get medical attention if irritation develops or persists.
Ingestion:	Do not induce vomiting and seek medical attention immediately. Drink two glasses of water or milk to dilute. Provide medical care provider with this MSDS. Induce vomiting as a last measure. Induced vomiting may lead to aspiration of the material into the lungs potentially causing chemical pneumonitis.
Most important symptoms and effects - acute	No Data Available
Most important symptoms and effects - chronic	No Data Available
Notes to Doctor:	No additional first aid information available

V. FIRE FIGHTING MEASURES

<u>Flammability Summary:</u>	Combustible
Extinguishing Media:	Use alcohol resistant foam, carbon dioxide, or dry chemical extinguishing agents. Water may be ineffective but water spray can be used to extinguish a fire if swept across the base of the flames. Water can absorb heat and keep exposed material from being damaged by fire. Alcohol foam Dry chemical Carbon dioxide
Extinguishing Media advised against:	No Data Available
Fire and/or Explosion Hazards:	Vapors may be ignited by sparks, flames or other sources of ignition if material is above the flash point giving rise to a fire (Class B). Vapors are heavier than air and may travel to a source of ignition and flash back. Combustible Liquid. Can form explosive mixtures at temperatures at or above the flash point. Empty containers that retain product residue (liquid, solid/sludge, or vapor) can be dangerous. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose container to heat, flame, sparks, static electricity, or other sources of ignition. Any of these actions can potentially cause an explosion that may lead to injury or death. Container may explode in heat of fire.

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Fire Fighting Methods and Protection:

Do not enter fire area without proper protection including self-contained breathing apparatus and full protective equipment. Fight fire from a safe distance and a protected location due to the potential of hazardous vapors and decomposition products. Flammable component(s) of this material may be lighter than water and burn while floating on the surface.

Hazardous Combustion Products:

Carbon Oxides, Carbon monoxide, Carbon dioxide

VI. ACCIDENTAL RELEASE MEASURES

Personal Precautions and Equipment:

No health affects expected from the clean-up of this material if contact can be avoided. Follow personal protective equipment recommendations found in Section VIII of this MSDS

Methods for Clean-up:

No special spill clean-up considerations. Collect and discard in regular trash.

VII. HANDLING AND STORAGE

Handling Technical Measures and Precautions:

Mildly irritating material. Avoid unnecessary exposure. As with all chemicals, good industrial hygiene practices should be followed when handling this material. Avoid contact with material, avoid breathing dusts or fumes, use only in a well ventilated area. Wash thoroughly after handling Do not get in eyes, on skin and clothing Use spark-proof tools and explosion-proof equipment Ground and bond containers when transferring material "Empty" containers retain product residue (liquid and/or vapor) and can be dangerous. Use with adequate ventilation

Storage Technical Measures and Conditions:

Store in a cool dry place. Isolate from incompatible materials. Store in a cool place in original container and protect from sunlight Keep away from heat, sparks, and flame Do not store near combustible materials Keep container closed when not in use Keep away from sources of ignition Store in a tightly closed container

Materials to Avoid/Chemical Incompatibility:

Strong oxidizing agents Acids Strong alkalies Nitrogen oxides

VIII. EXPOSURE CONTROLS/PERSONAL PROTECTION

Engineering Measures:

No exposure limits exist for the constituents of this product. Use local exhaust ventilation or other engineering controls to minimize exposures and maintain operator comfort. Engineering controls must be designed to meet the OSHA chemical specific standard in 29 CFR 1910. Explosion proof exhaust ventilation should be used. Facilities storing or using this material should be equipped with an eyewash and safety shower. Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits

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- Respiratory Protection:** Respiratory protection may be required to avoid overexposure when handling this product. General or local exhaust ventilation is the preferred means of protection. Use a respirator if general room ventilation is not available or sufficient to eliminate symptoms. Follow a respiratory protection program that meets 29 CFR 1910.134 and ANSI Z88.2 requirements whenever work place conditions warrant the use of a respirator. Respiratory protection may be required in addition to ventilation depending upon conditions of use.
- Eye Protection:** Wear chemically resistant safety glasses with side shields when handling this product. Do not wear contact lenses. Wear goggles and a Face shield
- Skin Protection:** Wear protective gloves. Inspect gloves for chemical break-through and replace at regular intervals. Clean protective equipment regularly. Wash hands and other exposed areas with mild soap and water before eating, drinking, and when leaving work. Where contact is likely, wear chemical resistant gloves, a chemical suit, rubber boots, and chemical safety goggles plus a face shield
- Gloves:** No information available
- Handling Instructions:** As with all chemicals, good industrial hygiene practices should be followed when handling this material. Avoid contact with material, avoid breathing dusts or fumes, use only in a well ventilated area. Wash thoroughly after handling. Do not get in eyes, on skin and clothing. Use spark-proof tools and explosion-proof equipment. Ground and bond containers when transferring material. "Empty" containers retain product residue (liquid and/or vapor) and can be dangerous. Use with adequate ventilation

Control Parameters:

Chemical Name	ACGIH TLV-TWA	ACGIH STEL	OSHA PEL
Stoddard solvent	100 ppm TWA; 525 mg/m ³ TWA		500 ppm TWA; 2900 mg/m ³ TWA

IX. PHYSICAL AND CHEMICAL PROPERTIES

Physical State:	Liquid
Color:	Very pale yellow
Odor:	Mild Comparable to Standard
Odor Threshold:	ND
pH:	Not Available
Melting Point/Freezing Point:	-101 ° F
Initial Boiling Point:	307 - 347 ° F
Flash Point:	125 ° F
Evaporation Rate:	Not Available

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Flammability (Solid, Gas): No Data Available

Upper Flammable/Explosive Limit: 6.0
6 %(V)

Lower Flammable/Explosive Limit: 1.1

Vapor Density: > 1

Relative Density: 1

Solubility in Water: Soluble in water- No

Octanol/Water Partition Coefficient: 3.86

Auto-ignition Temperature: 270 ° C

Decomposition Temperature: 215

Volatiles, % by weight: 6.98

Volatiles, % by weight: 6.98

Bulk Density: 8.161

X. STABILITY AND REACTIVITY

Reactivity: No Data Available

Chemical Stability: Stable under normal conditions.

Possibility of Hazardous Reactions: No Data Available

Conditions to Avoid: Temperatures above flash point in combination with sparks, open flames, or other sources of ignition. Heat flame sparks

Materials to Avoid/Chemical Incompatibility: Strong oxidizing agents Acids Strong alkalies Nitrogen oxides

Hazardous Decomposition Products: Carbon dioxide Carbon monoxide Carbon Oxides

XI. TOXICOLOGICAL INFORMATION

Routes of Entry: Eye contact, Inhalation, Skin contact, Ingestion

Most Important Symptoms: No Data Available

Target Organs Potentially Affected by Exposure: Kidneys, Eyes, Skin, Nervous System, Respiratory Tract

Chemical Interactions That Change Toxicity: None Known

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Medical Conditions Aggravated by Exposure: Kidney disease, Eye disease, Skin disease including eczema and sensitization, Respiratory disease including asthma and bronchitis

Immediate (Acute) Health Effects by Route of Exposure:

- Inhalation Irritation:** Can cause respiratory irritation.
- Skin Contact:** Can cause moderate skin irritation, defatting, and dermatitis. Not likely to cause permanent damage. May cause sensitization.
- Skin Absorption:** Minimal hazard in normal industrial use. May cause gastrointestinal discomfort
- Eye Contact:** Can cause moderate irritation, tearing and reddening, but not likely to permanently injure eye tissue.
- Ingestion Irritation:** Irritating to mouth, throat, and stomach. Can cause abdominal discomfort, nausea, vomiting and diarrhea. Aspiration of material into the lungs can cause chemical pneumonitis.
- Ingestion Toxicity:** Harmful if swallowed.

Long-Term (Chronic) Health Effects:

- Carcinogenicity:** None of the substances have been shown to cause cancer in long term animal studies. Not a carcinogen according to NTP, IARC, or OSHA.
- Reproductive toxicity:** No data available to indicate product or any components present at greater than 0.1% may cause birth defects.
- Germ cell mutagenicity:** No data available to indicate product or any components present at greater than 0.1% is mutagenic or genotoxic.
- Inhalation:** Upon prolonged and/or repeated exposure, can cause moderate respiratory irritation, dizziness, weakness, fatigue, nausea and headache.
- Skin Contact:** Upon prolonged or repeated contact, can cause moderate skin irritation, defatting, and dermatitis. Not likely to cause permanent damage.
- Skin Absorption:** Upon prolonged or repeated exposure, minimal hazard in normal industrial use. May cause gastrointestinal discomfort.

Component Toxicology Data:

Chemical Name	CAS Number	LD50/LC50
No data available		

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Has the chemical been classified as a Carcinogen by NTP, IARC or OSHA.

Chemical Name	OSHA Carcinogen	IARC Carcinogen	NTP Carcinogen
No Data Available			

XII. ECOLOGICAL INFORMATION

Overview: This material is not expected to be harmful to the ecology.

Mobility in Soil: No Data Available

Persistence: No Data Available

Bioaccumulation: No Data Available

Other adverse effects No Data Available

Ecotoxicity Data

Chemical Name	CAS Number	Aquatic EC50 Crustacea	Aquatic ERC50 Algae	Aquatic LC50 Fish
No Data Available				

XIII. DISPOSAL CONSIDERATIONS

Waste Description for Spent Product: Spent or discarded material is a hazardous waste.

Waste Description for Empty Packaging: No Data Available

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Disposal Methods:

DO NOT DUMP INTO ANY SEWERS, ON THE GROUND, OR INTO ANY BODY OF WATER. All disposal practices must be in compliance with all Federal, State/Provincial and local laws and regulations. Regulations may vary in different locations. Waste characterizations and compliance with applicable laws are the sole responsibility of the waste generator. As your supplier, we have no control over the management practices or manufacturing processes of parties handling or using this material. The information presented here pertains only to the product when used as intended, according to this MSDS. For unused and uncontaminated product, the preferred options include sending to a licensed and permitted incinerator or other thermal destruction device. Various federal, state or provincial agencies may have specific regulations concerning the transportation, handling, storage, use or disposal of this product which may not be covered in this MSDS. The user shall have to review these regulations to ensure full compliance with all applicable regulations.

Waste Disposal Code(s):

D001

XIV. TRANSPORTATION INFORMATION

US DOT Ground Shipping Description:

Not Restricted

IATA Shipping Description:

UN1266, PERFUMERY PRODUCT, 3, PGIII

IMDG Shipping Description:

UN1266, PERFUMERY PRODUCT, 3, PGIII

XV. REGULATORY INFORMATION

TSCA Status All components in this product are on the TSCA Inventory.

Chemical Name

CAS

Regulation

% Range

No 313-listed chemicals in this product

SARA 313

XVI. OTHER INFORMATION

Revision Date: 05-28-2015

Safety Data Sheet

Disclaimer: Important: While the descriptions, data and information contained herein are presented in good faith and believed to be accurate, it is provided for your guidance only. Because many factors may affect processing or application/use, we recommend that you perform an assessment to determine the suitability of the product for your particular purpose prior to use. Nothing herein should be interpreted as a recommendation to infringe existing patents or violate any laws or regulations. No warranties of any kind, either expressed or implied, including fitness for a particular purpose are made regarding the product described. We assume NO responsibility for any injuries resulting from misuse or misapplication of this product or that might be sustained because of inhalation, ingestion, absorption or other contact with this product. In no case shall the descriptions, information, or data provided be considered a part of our terms and conditions of sale. Further, the descriptions, data and information furnished hereunder are given gratis. No obligation or liability for the description, data and information given are assumed. All such being given and accepted at your risk.