

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
PROCUREMENT

ADDENDUM #1

Bid Number: **#23-2025**

Date: February 18, 2025

Subject: **Sewer Collection System Odor Control Chemical Pilot Testing**

Address inquiries to:
Brian Marcum
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced Bid:

1. The electronic bid opening date has been extended to March 11, 2025, at 2:00 PM EST in IonaWave.
2. The non-mandatory prebid meeting is in person and has been changed to February 26, 2025 at 10:00 AM EST 301 Jimmie Campbell Drive Lexington, Kentucky, due to impending weather.

Todd Slatin, Director
Division of Procurement

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Evoqua Water Technologies LLC

ADDRESS: 2650 Tallevast Road, Sarasota, FL 34243

SIGNATURE OF BIDDER: _____

Nicole Springer, V.P. & G.M.



MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
PROCUREMENT

ADDENDUM #2

Bid Number: **#23-2025**

Date: February 28, 2025

Subject: **Sewer Collection System Odor Control Chemical Pilot Testing**

Address inquiries to:
Brian Marcum
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced Bid:

1. The electronic bid opening date has been extended to March 18, 2025, at 2:00 PM EST in Iowave.

Attached Prebid Powerpoint
Attached Prebid Sign in Sheet

Todd Slatin, Director
Division of Procurement

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Evoqua Water Technologies LLC

ADDRESS: 2650 Tallevast Road, Sarasota, FL 34243

SIGNATURE OF BIDDER:
Nicole Springer, V.P. & G.M.



MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM No. 3

Bid Number: **#23-2025**

Date: March 10, 2025

Subject: Sewer Collection System Odor Control Chemical
Pilot Testing

Address inquiries to:

Q&A Module on Ion Wave

Brian Marcum
brianm@lexingtonky.gov
(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following modifications to the above referenced Bid:

Please see the attached questions and answers.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Evoqua Water Technologies LLC

ADDRESS: 2650 Tallevast Road, Sarasota, FL 34243

SIGNATURE OF BIDDER:
Nicole Springer, V.P. & G.M.





LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: February 11, 2025

INVITATION TO BID #23-2025 Sewer Collection System Odor Control Chemical Pilot Testing

Bid Opening Date: March 4, 2025

Bid Opening Time: 2:00 PM

Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

Type of Bid: Price Contract

Pre Bid Meeting: February 19, 2025 (Non mandatory)

Pre Bid Time: 10:00 AM EST

Address: 301 Jimmie Campbell Drive Lexington, Ky. 40504

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **03/04/2025**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Various Locations, Lexington, KY

Check One: <input checked="" type="checkbox"/> Bid Specifications Met _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: 90 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 checked="" type="checkbox"/> Yes _____ No	

*3% service fee

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by: Evoqua Water Technologies LLC

Firm Name

2650 Tallevast Road

Address

Sarasota, FL 34243

City, State & Zip

Bid must be signed:


V.P. & G.M.
Signature of Authorized Company Representative - Title

Nicole Springer

Representative's Name (Typed or printed)

941-359-7940

941-359-7985

Area Code - Phone - Extension

Fax #

E-Mail Address

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

AFFIDAVIT

Comes the Affiant, Nicole Springer, V.P. & G.M., and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Nicole Springer and he/she is the individual submitting the bid or is the authorized representative of Evoqua Water Technologies LLC, 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 Procurement 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. Nicole Springer

STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Lauren Kwieraga Turman on this the 13th day
of March, 2025.

My Commission expires: 11/13/2028



NOTARY PUBLIC, STATE AT LARGE
Page 2 of 23

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

C. GREEN COMMUNITY

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 Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- 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, all parts to one vendor or all parts to multiple vendors.

- 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 Procurement. 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 submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- 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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 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 1-1 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)**
 - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 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 year. 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. See bid specifications.
- 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 Procurement.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

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 disability.*
- 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, veteran status, disability and age.

Signature  Nicole Springer, V.P. & G.M.

Evoqua Water Technologies LLC
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. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, 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. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. 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.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. 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 Nicole Springer, V.P. & G.M.

03/13/2025
Date

WORKFORCE ANALYSIS FORM

Name of Organization: Evoqua Water Technologies LLC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	91	55	20	5	1	2	2	0	0	5	0	1	0	0	0	68	23
Professionals	771	437	173	34	8	29	10	1	0	40	17	1	1	14	6	556	215
Superintendents	116	72	3	14	3	10	4	0	0	4	1	0	0	5	0	105	11
Supervisors	343	225	60	17	7	14	2	0	0	6	2	0	0	9	1	271	72
Foremen	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	89	48	16	8	4	1	4	0	0	2	1	0	1	1	3	60	29
Protective Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Para-Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office/Clerical	315	80	113	19	19	31	20	2	1	4	5	1	0	6	14	143	172
Skilled Craft	738	482	2	119	2	89	2	3	0	13	0	4	1	21	0	731	7
Service/Maintenance	243	132	5	29	2	57	2	0	0	7	0	3	0	6	0	234	9
Total:	2706	1531	392	245	46	233	46	6	1	81	26	10	3	62	24	2168	538

Prepared by: Nicole Springer, V.P. & G.M. Date: 03 / 13 / 2025

(Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF PROCUREMENT
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 a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 23-2025

The MWDBE and/or veteran 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 the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. LL Brown, LLC 1549 N. State Rd 203 Scottsburry, IN 47170	MWBE	*Crane and Operator Rental	\$6-8,000 Estimate	10-13% Estimate
2. *Value is an estimate only as we do not have a firm quote, this will also be determined by site conditions.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran 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.

Evoqua Water Technologies LLC

Company

03/13/2025

Date

Nicole Springer

Company Representative

V.P. & G.M.

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 23-2025

The substituted MWDBE and/or veteran 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 the Division of Procurement 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. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB 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.

Evoqua Water Technologies LLC
Company

03/13/2025
Date

Nicole Springer
Company Representative

V.P. & G.M.
Title



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
 - a. 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 small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name: Evoqua Water Technologies LLC **Date:** 02/28/2025
Project Name: Sewer Collection System Odor **Project Number:** 23-2025
Contact Name: Control Chemical Pilot Testing **Telephone:** 941-359-7940
Email: utilityservicesinbox@xylem.com

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☒

If yes, indicate all certification type(s):

DBE ☐

MBE ☐

WBE ☐

SBE ☐

VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

 Click or tap here to enter text. 

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☒

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. [Click or tap here to enter text.](#)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- ☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

 Click or tap here to enter text. 

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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.

Evoqua Water Technologies LLC

Company

03/13/2025

Date

Nicole Springer

Company Representative

V.P. & G.M.

Title

4870-1925-6809, v. 1

RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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) CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; 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, CONTRACTOR 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. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR 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

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. 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	\$100,000.00
Excess/Umbrella Liability	\$1 million per occurrence

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 (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.

d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR'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 BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR 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.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR 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

CONTRACTOR 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

BIDDER/CONTRACTOR 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00357187

Lexington Fayette Urban County Government (LFUCG)
Bid Specifications
Sewer Collection System Odor Control Chemical Pilot Testing

The LFUCG has issued this Bid for the sole purpose of obtaining responsive proposals and price quotes from responsible Bidders (Vendors). The work consists of providing all necessary materials, chemicals, personnel, equipment, and services for pilot testing of odor and corrosion control chemicals in LFUCG's wastewater collection system. The primary goal of this Work is to benchmark effective treatment options and associated costs that can be used by LFUCG to control odors and corrosion from hydrogen sulfide (H₂S) in the pumped sewer system. Additionally, pilot testing will allow the LFUCG to assess compatibility of proposed chemicals with existing infrastructure and processes.

The intent of this Bid is to prequalify multiple viable Vendors so that they have the opportunity to demonstrate their product(s) and ability to be a cost effective solution to sewer odor and corrosion. Bidders must be regularly engaged in supplying these products/services and have significant experience providing liquid phase odor control for municipal wastewater collection systems. Bidder(s) must be able to demonstrate its experience of providing similar Odor and Corrosion Control products/services **successfully** to at least three (3) other municipal clients. *LFUCG will only consider proposals from Bidders who demonstrate similar experience with satisfactory reference verifications.*

If selected to perform pilot testing, it can be assumed that pilot testing would last a minimum of 30 days and a maximum of 90 days. It is intended that pilot testing will likely occur in a long force main (with greater than 10 hours detention time) with two chemical feed sites available (at pump station and at a midpoint location). It would be up to the Vendor(s) selected to perform pilot testing if chemical would be fed at one or both

It should not be assumed that a prequalified vendor will be selected to perform pilot testing.

LFUCG requires that the selected bidder(s) perform the activities associated with the provision of the odor/corrosion control services of LFUCG's collection system in accordance with this agreement. Services shall be provided in a safe, secure, effective, and efficient manner and in accordance with all applicable laws, rules, and regulations. All costs for services provided shall be paid in accordance with the payment provisions as described in Bid.

SCOPE OF WORK

LFUCG will designate specific locations for pilot test applications. In designating those specific locations, LFUCG will provide both a power supply, (115 VAC, 60Hz, 1 phase), for Vendor's pumping equipment and a connection point (manhole, tap, etc.) for dosing into the collection system.

Vendor Responsibilities:

A. CHEMICAL

Provide Chemical to reduce and control odors/corrosion caused by hydrogen sulfide. The chemical shall:

- be free of any objectionable odor-producing compounds.
- be provided with quality control procedures to ensure a consistent and reliable concentration of active ingredient is supplied.

B. EQUIPMENT

Provide the following equipment for each of the two (2) feed sites:

- Suitable storage for the chemical. The chemical may be stored on the back of a flatbed truck or sitting on the ground but must be stored in a method which meets all applicable safety regulations. Storage shall be provided without making modifications to the sites.
- Chemical feed and control equipment. Vendor is responsible for mobilization and demobilization of equipment from the two sites, operation and maintenance of the chemical feed systems and adjustment of chemical dosages as approved by LFUCG.
- Equipment for continuous H₂S monitoring.

The cost for equipment (including mobilization/demobilization of equipment) shall be provided in the Mobilization Cost on the price proposal form; the cost for chemical shall be included in the Volumetric price.

C. CHEMICAL DELIVERY

1. Providing chemical will include delivery of the chemical to the designated test site(s) and maintaining sufficient volume to meet the needs of the pilot study. LFUCG employees may or may not be present during deliveries, but assistance from LFUCG should not be assumed.
2. The Vendor shall provide prompt clean-up, in accordance with Vendor provided Safety Data Sheet, of any spills made during delivery or during the test.
3. Vendor is responsible for providing the appropriate size of truck to meet the site conditions without modifications to the sites.
4. Trucks shall comply with all local, state, and federal road and highway weight restrictions and other applicable shipping regulations. All deliveries shall be accompanied by a U.S. Department of Labor Safety Data Sheet (OSHA Form 28) for the product. A Certificate of Analysis shall accompany all shipments.
5. If chemical is to be delivered into storage tanks, all hoses and fittings required to unload the truck and fill the tanks shall be provided by the Vendor.
6. Each load must be accompanied by a Bill of Lading, a certified weight ticket, and a Certificate of Analysis listing the specific gravity of the product.

D. MAINTENANCE OF EQUIPMENT

Provide all parts, tools, labor, and equipment required to keep the feed system in operation throughout the pilot study.

E. SAMPLING AND MONITORING

Provide knowledgeable, trained representatives to collect/analyze liquid samples (sulfides, pH and temperature) and monitor for H₂S. H₂S monitoring shall be provided during the Pilot study plus at least 1 week prior to and 1 week after the study. It can be assumed that H₂S monitoring will be required at a minimum of two (2) locations.

All sampling and monitoring data as well as dosage adjustments shall be documented by the Vendor and submitted to LFUCG.

F. REPORTS

Prepare a report to include all data collected prior to and during the pilot study including documentation of dosage adjustments. Provide the report summarizing results, cost analysis, and recommendations to LFUCG following the completion of the pilot study.

BID SUBMITTAL REQUIREMENTS

The following items must be submitted in response to this Bid. NOTE: If Vendor proposes more than one product, a separate Bid response must be submitted for each product.

Information to be provided in this order:

1. Company Information:

- Name of Company
- Brief narrative description of company
- Contact information for company representative

2. Product Description:

- Name and narrative description of proposed chemical

3. Safety Documentation:

- Safety Data Sheet (SDS) for proposed chemical
- Description of safe handling and storage methods

4. References:

- Contact information (name, phone number and email address) from three (3) municipal wastewater clients demonstrating your company's experience in Liquid Phase Odor Control using the proposed chemical under contract for at least two (2) years.
- Brief description of services provided to each of the three clients.

5. Pricing:

- Pricing listed as specified in the Price Proposal Form below:

Price Proposal Form			
Name of Product	Equipment plus Mobilization / Demobilization Price (\$/site)	Chemical Solution Unit Price (\$/unit)	Specify Price Units (\$/Gallon or \$/Pound)
Bioxide	\$9800/site	\$3.38/gal	\$/gallon

- Questions must be submitted in Ionwave

PROPOSAL RESPONSE TO THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

INVITATION TO BID #23-2025

SEWER COLLECTION SYSTEM ODOR CONTROL CHEMICAL PILOT TESTING

Quotation # 2025-713525

March 18, 2025

Sales Representative

Ken Lowery
Evoqua Water Technologies LLC
Mobile: 502) 480-6704
Email: Kenneth.lowery@xylem.com



March 18, 2025

Invitation to Bid Selection Committee
Lexington- Fayette Purchasing Board

RE: INVITATION TO BID #25-006

Dear Selection Committee,

Evoqua Water Technologies LLC appreciates the opportunity to participate in the above referenced Invitation to Bid and has prepared the following proposal response for evaluation. Evoqua understands and agrees with the scope of services, and accepts all other requirements, terms and conditions of the Invitation to Bid.

Evoqua Water Technologies LLC is a large company and conducts business globally, achieving annual sales more than \$ 1.0 billion. In following with our Business Conduct Guidelines, we represent that Evoqua Water Technologies LLC is committed to both conducting business in an ethical manner and ensuring safety. A copy of our Business Conduct Guidelines is included with our response.

Evoqua Water Technologies will strive to provide the participating municipal entities with the most economical and effective services possible. We at Evoqua have held our valued partnership with our customers in the highest regard, and we are proud to be a part of what makes your communities such a wonderful place to live.

If you have any questions or concerns after reviewing this proposal, please do not hesitate to contact me by phone (941) 359-7930, or by email at nicole.springer@xylem.com, or you can contact our Technical Sales Representative, Ken Lowery at (502) 480-6704 or via email at kenneth.lowery@xylem.com.

Sincerely,

Evoqua Water Technologies LLC

A handwritten signature in blue ink, appearing to read "Nicole Springer", with a stylized flourish at the end.

Nicole Springer
V.P. & G.M., Utility Services

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1. COMPANY PROFILE

Evoqua Water Technologies is a recognized leader in water and wastewater treatment products, systems and services for industrial and municipal customers. Evoqua offers a wide range of product brands and advanced water and wastewater treatment technologies, mobile and emergency water supply solutions, and service contract options.

The Evoqua Water Technologies LLC, Utility Services Division, has over 175 employees across five service centers dedicated *exclusively* to solving wastewater related issues. Our basic philosophy for treating wastewater odors and corrosion has remained constant since solving our first odor problem in 1978. Evoqua approaches all wastewater issues with the initial goal of clearly defining the problem, then establishing treatment requirements to mitigate the problem, and finally engineering and executing a technically appropriate treatment program guaranteed to solve the problem. This business philosophy has enabled Evoqua to successfully solve thousands of municipal wastewater collection system and wastewater plant odor and corrosion problems over the past 45 years. A direct and transparent approach has enabled Evoqua to become the municipal industry's leading odor control program provider with the most comprehensive resume of wastewater technologies and services.

Evoqua established the first hydrogen sulfide control programs in 1978 with the development of ODOPHOS®. With the introduction of BIOXIDE®, the Poly-Stage™ Air Scrubber Systems and various other products and services, Evoqua has developed the only complete selection of “in house” odor control solutions for sewer systems and industry. These products offer best available technology approaches to the total odor control problem. Evoqua Water Technologies is a company that can provide a solution for every odor control application.

Davis Water and Waste Industries, Inc. was founded in 1938 and became an industry leader in the design, manufacture and distribution of products that help to meet the world's demand for clean water. USFilter acquired Davis and all its divisions in 1996. In 2004 USFilter became part of Siemens, a global provider of power, control, and consumer products and services. In 2014 Siemens Water Technologies was acquired by AEA Investors LP and rebranded as Evoqua Water Technologies LLC. In 2023, Xylem announced the acquisition of Evoqua, creating the world's largest pure-play water technology company.

Evoqua offers the world's most comprehensive range of technologies, products and services for water treatment, wastewater treatment, filtration and special separations, water management, and resource recovery. The size, strength, and stellar reputation of Davis Process, USFilter, Siemens, Evoqua, and Xylem represent our guarantee to provide thorough service, ethical business practice, and effective products. For more information, please refer to our website at: www.xylem.com

Currently, Evoqua provides odor and corrosion control services to over 700 municipal and industrial accounts nationwide from numerous strategically located service centers. Evoqua employs over 175 engineers, chemists, AQUA Pro® Service Technicians, transportation personnel and managerial/support staff to meet the odor and corrosion control needs of our customers.,

Evoqua provides complete technical support (including odor data collection, treatment demonstrations, analytical testing, investigation of odor complaints, and ongoing service of treatment equipment) in evaluating and treating odor/corrosion problems.

To ensure customers are serviced in a timely and professional manner, Evoqua has invested substantially in modern manufacturing and distribution systems that include:

- Regional warehousing, production, and distribution facilities to ensure quality products and timely deliveries for all customers.
- State of the art production facilities capable of producing all Evoqua chemical feed and scrubber systems to ensure customers receive quality, purpose-built treatment equipment customized for their specific needs.
- A control panel manufacturing facility that has been certified by Underwriters Laboratories to produce “UL Listed” panels, ensuring the highest level of quality and safety for electrical controls associated with Evoqua systems.
- An integrated MIS based equipment/parts inventory that ensures Evoqua can supply customers with repair/replacement parts or equipment within hours. Also, Evoqua employs substantial technical resources to evaluate odor/corrosion problems and design/install/service our treatment systems that include:
 - Engineering and Product Development departments comprised of engineers, chemists, service managers and AQUA Pro®(s) with over 200 years combined wastewater and odor/corrosion control experience to ensure effective solutions are achieved for all types of odor/corrosion problems.
 - Sales, project, and account managers with sufficient and relevant wastewater experience to meet the customers’ requirements.
 - Analytical Laboratory services available through our certified facility in Rothschild, WI. This facility ensures product quality and supports any product application testing.
 - An experienced team of equipment installation and service personnel to ensure each treatment system is installed and operated to Evoqua exacting standards.
 - Strategically located AQUA Pro®(s) and Sales Representatives that allows for rapid response to any emergencies.
- Office hours are 8:00 am to 5:00 pm EST, with after-hours emergencies answered 24 hours per day, seven days a week.

The following is a list of Service Center Branches for Evoqua Utility Services.

Central Service Center
209 Industrial Boulevard
Cedar Park, TX 78613

Great Lakes Service Center
3202 West 20th Street
PO Box 98
Granite City, IL 62040

Southeast Service Center
2650 Tallevast Road
Sarasota FL, 34243

Northeast Service Center
110 Carroll Dr
New Castle, DE 19720

West Service Center
42257 Avenida Alvarado
Temecula CA, 92590

2. TECHNOLOGY

There are many factors that contribute to odor generation and odor release in a wastewater collection and treatment system. At Evoqua, our philosophy is to provide the right treatment approach to fit a given application. Evoqua therefore has a wide variety of products to eliminate odor and corrosion problems that result from hydrogen sulfide and/or volatile organic compounds in the wastewater collection and processing network. Some of our odor control treatment products are summarized as follows:

2.1 LIQUID PHASE ODOR CONTROL

ALKAGEN AQ™ – a process that combines the benefits of AQuit® (anthraquinone) with an alkaline, pH shift technology. The AQuit® component of this product helps to partially prevent the formation of sulfide in the system while the alkaline component shifts the pH of the wastewater. By increasing the wastewater pH to 8.5 – 9.0, the sulfide equilibrium is shifted toward the ionic sulfide species, which cannot be released to the vapor phase. Like other pH shift technologies (such as sodium hydroxide or magnesium hydroxide), this product does not remove all sulfide from solution, but rather it keeps the sulfide in solution as an ionic sulfide species.

BIOXIDE® – a process developed by Evoqua to biochemically treat dissolved hydrogen sulfide and other odor compounds produced in the wastewater under septic conditions. BIOXIDE® is a calcium nitrate solution containing a minimum of 3.5 pounds of nitrate-oxygen per gallon. BIOXIDE® can be used in relatively short to exceptionally long detention time force mains via metering treatment solution at pump stations. Additionally, BIOXIDE® Solutions low freezing point below -20°F makes this technology highly effective in colder climates, where heat tracing or insulation on feed rate equipment would typically be required for other chemicals.

BIOXIDE® AE – a patented process developed by Evoqua to biochemically treat dissolved hydrogen sulfide and other odor compounds produced in the wastewater under septic conditions. BIOXIDE® AE uses an enhanced prevention mechanism along with the proven BIOXIDE® removal process to economically treat reduced sulfur compounds. This product is primarily used in long detention time force mains that have turbulent conditions

BIOXIDE® AQ – combines the effectiveness of the BIOXIDE® process with patented AQuit®. This added AQuit® component helps to partially prevent the formation of sulfide in the system by destabilizing the bacterial slime layers where sulfide is formed, while the calcium nitrate component allows for both prevention and removal of hydrogen sulfide.

BIOXIDE® PLUS 71 – combines the effectiveness of the BIOXIDE® process with a proprietary oxidizer. The active oxidant ingredient in this product rapidly oxidizes existing H₂S and other volatile organic compounds while also providing long term control of hydrogen sulfide formation. This product is primarily used in applications where sulfide is present at the point of application, and it is necessary to control this sulfide as well as control the further formation of sulfide in the downstream system. This product also helps reduce the potential for grease build-up in wet wells.

HYDROGEN PEROXIDE – a solution used for chemical oxidation of odor causing compounds in liquid-phase applications. Hydrogen peroxide is well suited to lines with short retention times and lines containing enormous amounts of additional volatile organic compounds. Hydrogen peroxide can also be used as part of a catalytic Fenton's process, when used in conjunction with iron salts.

IRON SALTS (ODOPHOS® / ODOPHOS® PLUS) – these products are all aqueous solutions containing ferric or ferrous iron. Iron salts can be used to treat dissolved hydrogen sulfide in force mains and gravity interceptors via metering at established dosage rates into key pump station locations. Depending on the

treatment objectives, iron salts can be used in short or long detention time applications. Iron salts are also used as part of the catalytic Fenton's process.

PEROX-PLUS™ - uniform, granular free flowing granules of peroxide. Typically used for low-level, localized odor problems where the control of fats, oils and greases is also required

SODIUM HYDROXIDE (CAUSTIC SODA) – when applied on a continual basis, sodium hydroxide works by shifting the equilibrium constant of the ionic species of hydrogen sulfide towards the soluble variety, thereby reducing the amount of H₂S that can be released to the vapor phase. When used in this “pH shift” manner, sulfide is not being removed from the system, it is simply being held in solution as an ionic sulfide species. Caustic Soda can also be applied on a “slug” basis. When used in this manner, caustic soda is applied on an intermittent basis to send extremely high pH “slugs” through the system. These high pH “slugs” inactivate or kill the sulfate reducing bacteria for a brief time and then the slug dose must be repeated.

TEXTONE® L – a sodium chlorite-based technology that is a very strong oxidizer that is highly selective for hydrogen sulfide. Typically used in applications that required the immediate oxidation of hydrogen sulfide.

VX-456® – a proprietary mixed oxidant product designed to remove and control malodors primarily in biosolids. As delivered, VX-456® reacts rapidly with sulfides and other odor-causing compounds commonly found in biosolids and continues to control odors for extended periods of time (up to 12 hours). VX-456 does not contribute to solids formation or interfere with further processing of biosolids.

2.2 VAPOR PHASE ODOR CONTROL

BIOFILTERS – unique, modular biofiltration systems. This vapor phase treatment technology operates without the use of chemicals and provides complete or added odor control using natural biological organisms. Biofilters are most applicable when space constraints are an issue or when point-source odor control is the primary concern. Each biofilter is packed with Bioglas™, a recycled foamed glass media shown to have increased resistance to acidic environments present in biofilters, and an exceptionally high capacity for culturing the Thiobacillus bacteria required to break down hydrogen sulfide in the waste air stream

BIO-TRICKLING FILTERS – Bio-trickling filters employ the same naturally occurring bacteria as biofilters to remove hydrogen sulfide from a foul air stream. However, bio-trickling filters utilize a long-lasting polyurethane foam (PUF) media as the substrate for biological growth and are designed with a liquid sump that continuously recirculates biologically active water over the media. This technology provides the benefits of a biofilter with the ability to handle higher loadings of hydrogen sulfide – all in a very compact footprint. Because of their small footprint relative to chemical feed equipment, long life and reliability, and minimal social and environmental impact, bio-trickling filters can provide an ideal solution to challenges presented by high hydrogen sulfide loadings.

CARBON ADSORPTION SYSTEMS – Adsorption is a separation process by which one or more components of a fluid stream (foul air stream) are separated (adsorbed) onto the surface of a solid adsorbent (activated carbon). Carbon adsorption systems can be packed with a variety of carbon types selected to meet the needs of individual applications. These systems provide complete, reliable odor control in cases where VOCs and complex organic odors are a problem. MIDAS® OCM by Evoqua provides exceptional sulfide loading capacity which leads to prolonged life of the bed.

WET AIR SCRUBBERS – Evoqua offers a complete line of wet air scrubbers used to treat typical wastewater odorous gas emissions. These gas phase treatment products achieve continuous odor control under varying conditions with optimum chemical savings. Each system is designed by Evoqua's technical staff to meet the odor control requirements of the application.

2.3 CHEMICAL DOSING EQUIPMENT

DUPLEX SYSTEMS – the Duplex feed system is part of Evoqua Water Technologies standard equipment package and utilizes two pumps to introduce product to a delivery point. Each pump is controlled by dual timers to achieve multiple dose rates in a given time period. This method provides the tools to improve performance and reduce treatment costs. Each Duplex system is housed within a NEMA 4X stainless steel enclosure and comes complete with bellows pumps, independent timers, and calibration column.

VERSADOSE® – Our flagship advanced dosing control system that utilizes a PLC or microprocessor to achieve highly precise dose to demand. These systems can be configured to dose exacting amounts through a programmable dose curve, with 168 dose points throughout the week. Additionally, the VersaDose® feed system features a programmable logic controller with embedded logic, which uses real time inputs such as flow, and temperature to produce an optimal dose each day of the year. Each VersaDose® can be accessed through Evoqua's Link2Site website, to view information such as tank level, dose curve set up, and various alarms for immediate notification of personnel.

ODOR REDUCTION / CORROSION ABATMENT® (ORCA) POD – Evoqua's latest generation of advanced chemical dosing systems that continues to build upon the legacy of the VersaDose® Technology. The ORCA POD provides superior odor control performance and corrosion protection with reliable dosing through state-of-the-art digitally enabled technology and proactive service. With 24/7 remote monitoring, real-time automated dosing adjustments, automated pump calibrations and automated alerts for proactive service, the ORCA solution ensures that you are dosing odor control chemicals with peak efficiency.

2.4 REMOTE MONITORING SERVICES

VAPORLINK® – The VaporLink® monitor is a hydrogen sulfide data-logging instrument equipped with a cellular modem that communicates the logged data to Evoqua's Link2Site® Website. This capability allows remote access to site specific data from any location with an internet connection. The VaporLink® monitor can be programmed to log as frequently as once a second, or as infrequently as once an hour. Logged data can be transmitted to the Link2Site® interface hourly, once every 4 hours, or once a day. The VaporLink® monitor can also send instantaneous alarms when the hydrogen sulfide concentration exceeds the high level or average alarm set point, or when the gas concentration is less than the low-level alarm set point. The system also includes an alarm to replace the VaporLink® monitor and a low battery alarm

LINK2SITE® – Evoqua consolidates the VersaDose® dosing technology, level monitoring, H₂S data and other site information together on a single website called Link2Site®. The Customer will be provided with access to this website for monitoring VaporLink® data. This will allow for instant access to relevant project data and will provide for a better overall operation, increased response time, troubleshooting etc.

ODOR REDUCTION / CORROSION ABATMENT® (ORCA) AI – ORCA AI utilizes innovative sets of algorithms to analyze raw data collected from feed sites and control points, including adjusted dose, wastewater flow and resulting hydrogen sulfide concentrations, allowing the program to provide automated recommendations for dose rate optimizations to Evoqua's advanced dosing platforms.

3. PROJECT CONTACT INFORMATION

3.1 PRIMARY CONTACT

Ken Lowery

Technical Sales Representative

Louisville, KY

Phone No: (502) 480-6704

Email: Kenneth.lowery@xylem.com

3.2 FIELD SERVICES

John Hazewski

Branch Manager

New Castle, DE

Phone No: (302) 275-4074

Email: john.hazewski@xylem.com

Wayne White

Field Services Supervisor

Groveport, OH

Phone No: (727) 639-2478

Email: wayne.white@xylem.com

Micheal Barnes

AQUA Pro®

(Primary Contact)

Louisville, KY

Phone No: (618) 975-2142

Email: micheal.barnes@xylem.com

Tom Nelson

AQUA Pro®

(Secondary Contact)

Central Ohio

Phone No: (614) 491-8710

Email: Thomas.i.nelson@xylem.com

3.3 DISPATCHING AND INVENTORY CONTROL

Maureen Gordon

Customer Service Support

(Primary Contact)

Granite City, IL

Phone No: (618) 219-1754

Email: Maureen.gordon@xylem.com

3.4 CERTIFIED SAFETY PROFESSIONAL

David Shirley

EHS Manager

Pittsburg, PA

Phone No: (724) 772-1373

Email: david.shirley@xylem.com

4. PROJECT PERSONEL SUMMARY

The following is a list of personnel involved in the Lexington-Fayette Urban County Government Pilot Testing Odor Control Program.

Name	Title	Responsibility	Location	Experience
Ken Lowery	Program Manager	Program Management	Northern KY	20 yrs.
Seth Hepner	District Manager	Assist with Program Management	Philadelphia, PA	22 yrs.
Justin Stewart	Applications Engineer	Equipment, Support Field Services and Technical Reporting	Sarasota, FL	10 yrs.
Micheal Barnes	AQUA Pro®	Site Testing, Service and Reporting	Coatesville, PA	5 yrs.
Tom Nelson	AQUA Pro®	Site Testing, Service and Reporting	Central Ohio	4 yrs.
John Hazewski	Branch Manager	Service Manager	New Castle, DE	40 yrs.
Wayne White	Field Services Supervisor	Manage Field Service Activities	New Castle, DE	20 yrs.
Maureen Gordon	Dispatcher	Dispatching Inventory Control	Sarasota, FL	3 yrs.
Nicole Springer	General Manager	Project Sponsor	Sarasota, FL	20 yrs.
Fitz Moles	Sales Director	Overall Contract Management	Sarasota, FL	30 yrs.
Dave Morano	Sales Support Manager	Contracts	Sarasota, FL	35 yrs.
Zulema Woodhull	Engineering Manager	Equipment QA	Sarasota, FL	23 yrs.
Mike Murphy	Applications Engineering Manager	Product Application	Sarasota, FL	25 yrs.
Calvin Horst	Product Manager	Product Development and Implementation	Sarasota, FL	10 yrs.
Danielle Arney	Product Chemist	Research and Development	Sarasota, FL	4 yrs.

Table 1 – Lead Team Members

The combined team offered for the Lexington-Fayette area has a total experience level in odor and corrosion control of well over 280-person years. All key positions will have a backup that shall be knowledgeable in the operation of the Lexington's Odor and Corrosion Control program.

A project team organizational chart showing primary and secondary contacts, along with functional report structure can be found in the figure below:

Key Personnel Organization Plan

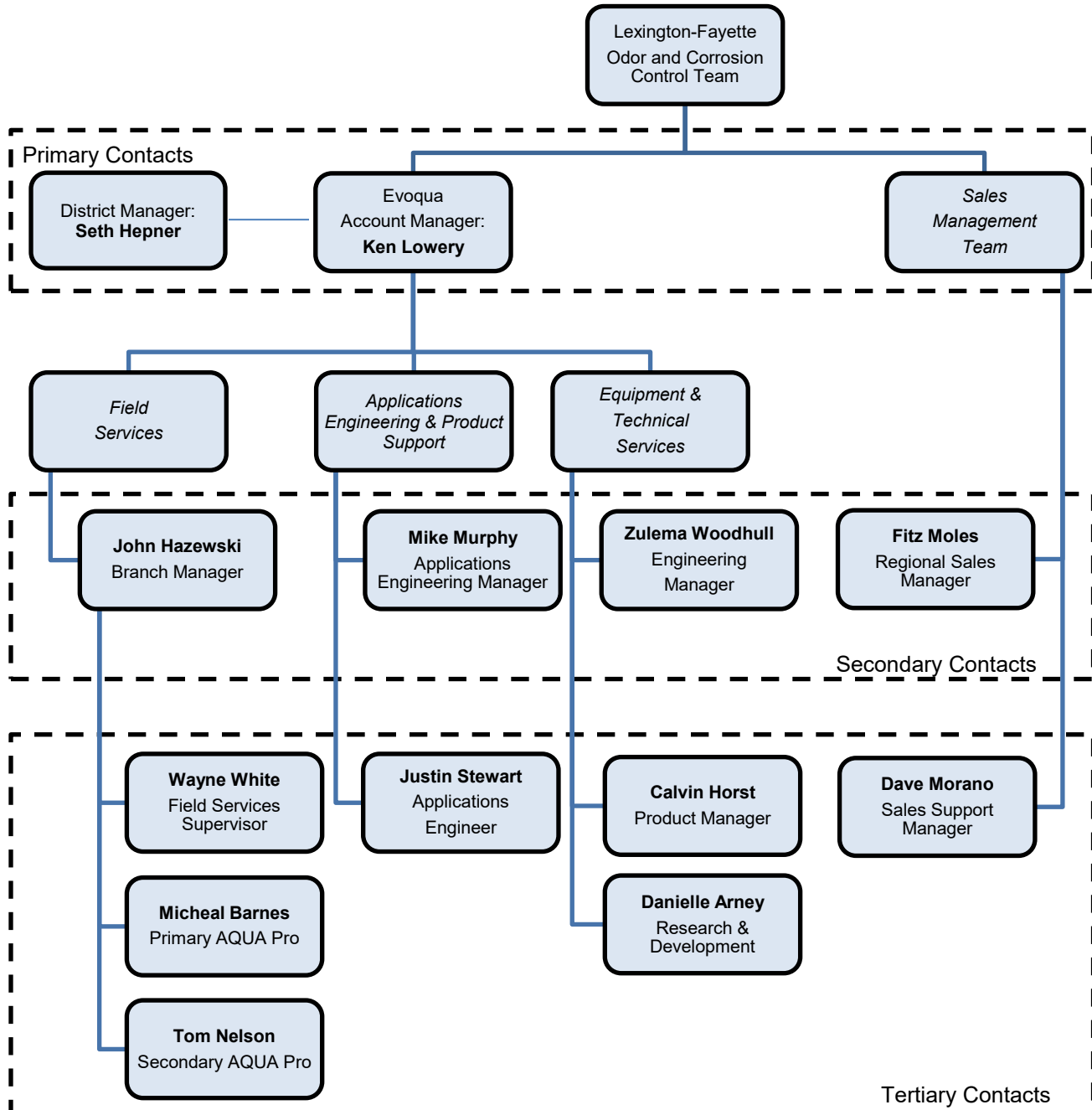


Figure 1 – Organizational chart for the Lexington-Fayette Odor and Corrosion Control Program

4.1. RESUME – PROGRAM MANAGER

NAME: Ken Lowery

CURRENT POSITION: Technical Sales Representative

EDUCATION: US Air Force Environmental Support Specialization

PROFESSIONAL EXPERIENCE

Evoqua Water Technologies	2005 to Present
Based out of the Northern Kentucky area	
Technical Sales Representative	2016 to Present
Field Service Technician	2005 to 2016

NTS Corporation	1992 to 2005
Director of Wastewater Treatment Operations	

Technical Sales Representative – Locate, develop, and maintain relationships that allow customers the opportunity to optimize their wastewater operations while ensuring the necessary level of odor control.

Field Service Technician (Canton, GA) – Install, service, and maintain liquid and vapor phase equipment for Full Service Odor Control Customers. Responsible for the collection of samples both atmospheric and liquid at 50+ chemical feed sites and their discharge points

Licenses-Class 3 Wastewater Operator's Certification in the Commonwealth of Kentucky.
sales.

Class 2 Wastewater Laboratory Analyst License in the Commonwealth of Kentucky.
Training-

Proper use of the LaMotte test kit used for dissolved sulfide detection from a liquid sample.

Proper use of the pH test meter.

Proper use of the HACH bubbler used for atmospheric H₂S detection from a liquid sample.

Use and maintenance of the Odalog atmospheric H₂S detection meter.

5 Star Driver Training, Hazmat, OSHA, Hazmat handling and shipping, Proper use of the MSDS manual, and Safety Training.

4.2. RESUME – DISTRICT MANAGER

NAME: Seth Hepner

CURRENT POSITION: District Sales Manager, Northeast US
Evoqua Water Technologies LLC, Utility Services

EDUCATION: B.S., Environmental Resource Management
M.S., Environmental Engineering
Pennsylvania State University

PROFESSIONAL EXPERIENCE

Evoqua Water Technologies LLC. - Sarasota, FL

Technical Sales Representative/District Manager

2007 – Present

District Manager responsible for technical evaluation, application design, sales, and account management for all Evoqua Water Technologies LLC odor control products in the Mid-Atlantic region. The evaluation and design of the appropriate technologies is key to the success of any program, providing optimal cost for maximum performance. Responsible for helping Evoqua Sales Reps and customers to identify the cause of odor and corrosion problems, design the appropriate solution and implement the best overall solution or program. Provide constant follow-up to maintain the odor control program and make sure that the necessary seasonal adjustments are made to assure a cost-efficient program. Effectively team with Evoqua customers to comprehensively serve their needs.

Evoqua Water Technologies LLC – Sarasota, FL

Applications Engineer

2004 – 2008

Design and estimate odor and corrosion control equipment. Develop treatment strategies and testing protocol for municipal and industrial odor & corrosion control. Provide technical services and support to customers, sales staff, and technicians.

Evoqua Water Technologies LLC – Sarasota, FL

Research & Development Project Manager ☐

2003 – 2004

Directed and managed corporate biosolids and odor control projects in support of Evoqua Business Centers and Operating Services. Prioritized research needs developed INVITATION TO BIDS, and funded research projects to further knowledge and technology for areas of need.

4.3. RESUME – SALES SUPPORT MANAGER

NAME: David L Morano

CURRENT POSITION: Sales Support Manager
Evoqua Water Technologies LLC, Utility Services

EDUCATION: B.S., MIS
University of South Florida - Tampa, FL

PROFESSIONAL EXPERIENCE

Evoqua Water Technologies LLC – Sarasota, FL

Sales Support Manager 2013 to Present
Bid, contract, proposal process management for Utility Services business group.

Odor Control Product Manager 2003 to 2013
Management of products including but not limited to Bioxide, Odophos, Bioxide Plus 71 and other liquid phase odor control products.

Project Manager 2000 to 2003
Management of full service odor control contracts. Assisted in development of biofiltration product line (ZABOCS).

Technical Services Specialist 1992 to 2000
Management of projects including but not limited to the development of Bioxide AQ®. Managed IS operations across the warehouses and was the LAN/WAN manager. Implemented RRM, an enterprise-based software for manufacturing and inventory control.

Technical Services / Lab Technician 1990 to 1992
Assisted in application development of Bioxide®. Responsibilities included optimization of a variety of odor control systems all over the country. Performed laboratory analyses.

Patents:

US Patents #7,087,182, #7,138,049, #7,186,341, #7,285,207, and foreign patents: Methods and Apparatus for Reducing Nitrate Demands in the Reduction of Dissolved and/or Atmospheric Sulfides in Wastewater and related. 2006-2010. Coinventor with Hunniford and Harshman.

US Patent # 7,905,245: Dosing control system and method. 2011. Coinventor with McQuade

4.4. RESUME – ENGINEERING MANAGER

NAME: Michael Murphy

CURRENT POSITION: Engineering Manager
Evoqua Water Technologies LLC, Utility Services

EDUCATION: B.S., Chemical Engineering
University of South Florida, Tampa, FL
May 1997

PROFESSIONAL EXPERIENCE

Evoqua Water Technologies LLC – Sarasota, FL

Applications Engineering Manager 2018 - Present

Applications Engineering Manager for the Utility Services Group. Products include liquid and vapor phase odor control technologies and chlorine dioxide disinfection. Responsible for chemical product quality, strategic planning, and the product portfolio. Drive new technologies to market and provide product plans.

Engineering Manager 2006 - 2018

Manager for a group consisting of project engineering and project management. Team focus is project execution for full service odor control programs, capital execution and custom product design.

Technical Services Manager 2003 - 2006

Manager for a group consisting of applications engineering, project engineering, manufacturing, and a field installation team. Team focus was bid preparation and response, project execution, full service odor control programs, and standard product design.

Engineering Manager 2001 - 2003

Manager for a group consisting of project engineering and manufacturing. Team focus was project execution for full service odor control programs, capital execution and standard product design.

Project Manager 1999 - 2001

Project engineer throughout the United States for liquid phase and vapor phase odor control products. Design, cost, and implement odor control technologies. Project manager for plant automated alkalinity process controller. Focus was on developing standard liquid and vapor phase odor control systems.

Florida Flavors, Incorporated – Lakeland, FL

Research & Development Engineer 1997-1999

Scale up for new distillation, extraction, & separation technologies/processes. Technical production manager for high value compounds and flavors. Inventory manager for all high value components and flavors. Utilization of gas chromatographs and mass spectrometer to ensure quality control for customer shipments. Manager for hazardous waste storage and removal program.

4.5. RESUME – APPLICATIONS ENGINEER

NAME: Justin Stewart

CURRENT POSITION: Applications Engineer
Evoqua Water Technologies LLC, Utility Services

EDUCATION: M.S., Chemical Engineering
University of South Florida, Tampa, FL

B.S., Chemical Engineering
University of South Florida, Tampa, FL

MEMBERSHIPS: Florida Water Environment Association
Water Environment Federation

PROFESSIONAL EXPERIENCE

Evoqua Water Technologies – Sarasota, FL

Applications Engineer

2015 - Present

Applications Engineer for the Northeast US, for liquid phase, vapor phase odor control products, disinfection, and FOG technologies. Direct responsibility for Applications in the Northeast US. Design, cost, and implement odor, corrosion, disinfection and FOG control systems and full-service odor control programs. Hands on field knowledge with all products and extensive troubleshooting experience.

University of South Florida – Tampa, FL

Research Engineer

2012 – 2015

Innovative Biomedical Instruments and Technologies Lab; Developed, optimized, and tested an innovative optical sensor for analyzing blood sample quality. Devised an entirely new methodology for analyzing biological samples using a micro electro-mechanical device, which proved to be smaller and more cost effective to mass-produce when compared to the current standards. Published findings in high impact journals, presented findings at technical conferences and assisted in the writing of grants and proposals.

ICM Origo Inc. – Sarasota, FL

Quality Control Specialist

2011 – 2011

Performed quality testing on electronic appliances such as: microwaves, convection ovens, coffee makers and LED lights, from the factory line. Documented and investigated complaints from customers and retailers regarding malfunctioning/faulty products. Analyzed product issues and communicated with international manufacturers to resolve problems with malfunctioning devices.

4.6. RESUME – PRODUCT MANAGER

NAME: Calvin Horst

CURRENT POSITION: Product Manager

EDUCATION: B.S., Chemical Engineering
University of South Florida, Tampa, FL
May 2013

B.S., Nuclear Engineering Technology
Excelsior University, Albany NY
February 2010

PROFESSIONAL EXPERIENCE

Evoqua Water Technologies LLC - Sarasota, FL

Product Manager 2017 -Present

Product Manager for the Utility Services Group. Products include liquid and vapor phase odor control technologies and chlorine dioxide disinfection. Responsible for chemical product quality, strategic planning, and the product portfolio. Drive new technologies to market and provide product plans.

Applications Engineer 2013 - 2017

Applications Engineer for the Northeastern United States, for liquid phase and vapor phase odor control products and disinfection applications. Direct responsibility for odor/corrosion control and disinfection applications in Virginia including the design, costing, and implementation of odor control technologies and full service odor control programs. Hands on field knowledge with all products and extensive troubleshooting experience.

United States Navy

Recruiter in Charge 2006 – 2009

Directly responsible for the oversight and mentoring of three senior production recruiters and 43 Navy Delayed Entry Program members. Developed recruiting training programs and operating schedules resulting in a 182% increase in new contracts.

Lead Nuclear Mechanic 2003 – 2006

Managed a team of five nuclear trained personnel including three mechanics, one electrician and one electronics technician. Extensive experience in operating, maintaining, and troubleshooting fluid system. Developed planned maintenance schedules and corrective maintenance work packages for an S6G naval nuclear reactor and support systems.

4.7. RESUME – FIELD SERVICES SUPERVISOR

NAME: Wayne White

CURRENT POSITION: Lead Field Service Technician

EDUCATION: High School Diploma

PROFESSIONAL EXPERIENCE

Evoqua Water Technologies 2005 to Present
Based out of the Greater Columbus, OH area

Field Services Supervisor - provide technical assistance, scheduling, materials/equipment, and service/installations support for four area technicians. Approve timesheets, expense reports, PTO, track monthly contractual obligations.

Field Service Technician – Install, service, optimize and maintain liquid and vapor phase equipment for Full Service Odor Control Customers. Responsible for the collection of samples both atmospheric and liquid at 50+ chemical feed sites and their discharge points. Compile data for and author reports.

Training

Proper use of the LaMotte test kit used for dissolved sulfide detection from a liquid sample.

Proper use of the pH test meter.

Proper use of the Gastec H₂S detection meter.

Proper use of Anemometers.

Use and maintenance of the Odalog and Vaporlink atmospheric H₂S detection meters.

General plumbing and electrical skills, training.

5 Star Driver Training, Hazmat, OSHA, Hazmat handling and shipping, Proper use of the SDS manual, and Safety Training.

4.8. RESUME – BRANCH MANAGER

NAME: John Hazewski

CURRENT POSITION: Wilmington Branch Manager
Evoqua Water Technologies LLC, Utility Services

EDUCATION: College Preparatory
Diploma 1982

PROFESSIONAL EXPERIENCE

Evoqua Water Technologies LLC **2003 - Present**

Branch Manager

Responsible for Wilmington Branch operations servicing 13 states in the east central and northeast regions. Responsible for 10 Field Services and 4 Branch personnel. Provide support to 5 salesmen/account managers and 1 Applications Engineer. Responsible for the P&L on an \$18.4 million annual revenue stream. Responsible for resource and asset management and warehouse operations.

Applications Engineer

Responsible for project management and product and equipment specification. Conduct product field trials and demonstrations and assist with product development. Perform contractual Full Service Odor Control data collection and optimization.

CVM Corporation **1982-2003**

CVM Corporation is a designer and manufacturer of custom air pollution control equipment. The equipment, consisting of condensing filtration systems, several designs of recuperative, regenerative, and catalytic thermal oxidizers, and wet contact scrubbers, is primarily operated in the industrial sector for VOC removal and odor control. Responsible for the sales, design, fabrication, installation, start-up, and service of equipment. Responsible for project management, purchasing, aftermarket parts and services sales.

5. REFERENCES

Evoqua Water Technologies provides odor and corrosion control services to over 700 municipal clients across the United States. The following represents a partial listing of clients that are similar in size and scope to the Lexington-Fayette Odor Control Program.

1. Sanitation District #1 of Northern Kentucky

Address: 1045 Eaton Dr.
Fort Wright, KY 41017

Contact: Mr. Nate Gerrety
Email: ngerrety@sd1.org
Telephone: (859) 468-7071
Time Frame: 20 Years

Description: Total system Flow is approximately 75 MGD. Includes 23 Bioxide® feed systems, two Hydrogen Peroxide dosing sites, and one Bioxide® AQ, with service including dose adjustment, equipment maintenance, remote monitoring, performance reporting, automated dosing systems and pump calibrations. Also, two carbon adsorbers are included in the program.

2. Louisville & Jefferson County MSD

Address: 8405 Cedar Creek
Louisville, KY 40291

Contact: Mr. Jeremy Goodwin
Email: jeremy.goodwin@louisvillemisd.org
Telephone: (502) 649-0333
Time Frame: 24 Years

Description: Total system Flow is approximately 750 MGD. Includes 36 Bioxide® feed systems with service including dose adjustment, equipment maintenance, remote monitoring, performance reporting, automated dosing systems and pump calibrations. Remote monitoring includes 13 Vaporlinks for continual recording of hydrogen sulfide within the collection system.

3. Henrico County, VA

Address: 10401 Woodman Road
Glen Allen, VA 23060

Contact: Mr. Marcello Forehand
Email: FOR109@Henrico.US
Telephone: (804) 501-7541
Time Frame: 19 Years

Description:

Total system Flow is approximately 40 MGD. Currently 18 chemical feed sites are active. There are 13 Bioxide® feed systems one Ferrous Chloride system, two Hydrogen Peroxide feed systems, as well as two carbon vapor phase systems under service contract. The service contract includes periodic liquid sampling, continuous vapor monitoring, feed optimization, pump calibrations, equipment maintenance, instrument calibrations, pump repair, spare parts, and performance reporting.

6. PROJECT APPROACH

The Lexington-Fayette Urban Government has established the following chemical feed sites in its Pilot Study. Maps and Descriptions of the equipment to be provided by Evoqua are listed below:

#	Lift Station Name/Feed Point	Current Feed Rates (per Invitation to Bid)	Tank Description	Feed System Description	Control Point Monitor
1	South Elkhorn (SELK)	302 GPD	6,550-gallon Double Wall (1.9 SPG)	ORCA	VaporLink
2	Mid-Point Feed Location	0 GPD	5,250 gallon Double wall (1.0 SPG)	Safe-L	Vaporlink
3	Lower Cane Run (LCR)	134 GPD	One of the above two tanks	ORCA	VaporLink
4	Sandersville Road	0 GPD	NA	NA	Vaporlink

Evoqua proposes to provide Chemical Storage/Feed Systems at both the SELK Pump Station and the Mid-way Injection point of the SELK Force Main concurrently. The LCR Forcemain would be solely treated from the LCR pump station. Given the information provided, it is not believed that providing an additional treatment location at the Sandersville Road Pump Station would not provide any additional benefit given its position and relatively low daily flow.

Evoqua kindly requests that SELK and LCR be tested during different trial periods. This will allow for efficient use of the Pilot Storage & Feed Systems for these Pilots.

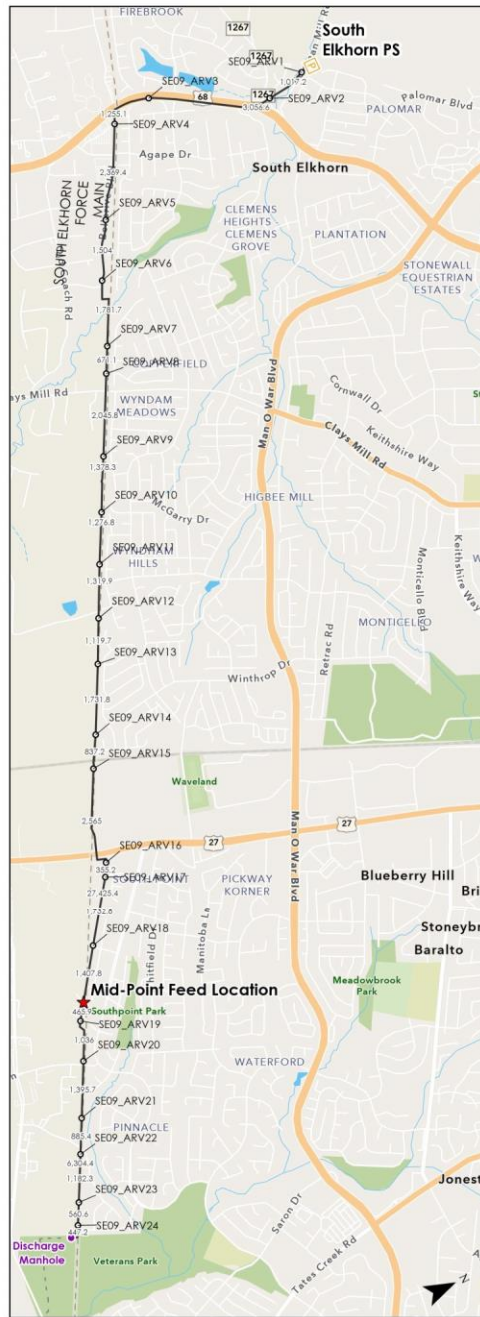
Please note that all feed rates shown in Table 2 are taken directly from the RFP documents and are not guaranteed to be the actual optimized required feed rates. Actual dose rates will depend on systems flow rates and your specific treatment goals. Equipment selection may be subject to change upon review of site-specific conditions.

Evoqua Water Technologies retains ownership of all provided equipment. Evoqua will maintain spare parts for the equipment for emergency replacement.



Lower Cane Run Force Main

Pipe Segment	Length (ft)
LCR Pump Station To Sandersville Tie In	13,580.7
Sandersville to LCR ARV08	8,162.1
LCR ARV08 to Town Branch WWTP	6,538.7
Sandersville PS to LCR Force Main	32.5



South Elkhorn Force Main

Size	Segment	Length (ft)
36	South Elkhorn PS to Feed Loc.	27,425.4
36	Feed Loc. to Discharge MH	6,304.4

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All information on this product is believed to be accurate. © 2025 UFUCG

6.1 PROGRAM DESCRIPTION

The program proposed by Evoqua will provide a high value, turnkey odor, and corrosion control program for the Lexington-Fayette Urban County Government. This program will include the following:

- Evoqua shall strive to foster a partnership with the Lexington-Fayette Urban County Government team to assure that all requirements of the Invitation to Bid are safely being met within their budgets.
- Safety Program and Quality Assurance services to protect the personnel, property, and investments of the Lexington-Fayette Urban County Government.
- Supply of BIOXIDE® Solution, meeting the following minimum Standards:
 - Minimum Nitrate Oxygen Content: 3.5 # NO₃-O / gallon
 - Minimum Specific Gravity: 1.42
 - Freezing Point: < -20 °F (-28.9 °C)
- Evoqua will operate, monitor, and maintain chemical dosing equipment to cost effectively control hydrogen sulfide within the collection and conveyance system.
- VersaDose® LT Advanced Dosing Controls will be utilized at strategic sites to reliably feed chemical and provide a high level of safety and remote visibility on all Evoqua owned equipment.
- Lexington-Fayette Urban County Government access to Evoqua's Link2Site® website for program transparency.
- Evoqua (and the Municipalities, if desired) will be immediately notified of alarm conditions via Link2Site.
- Vapor Phase H₂S Logging devices will be provided at sample/monitoring points as required.
- Inventory management services, including remote tank monitoring on Link2Site enabled systems.
- Utilization of chemical delivery trucks that are sized for the safe and effective access to all sites.
- Routine equipment inspection, calibration and liquid sampling performed at required locations.
- Emergency visits for system repairs and maintenance, of Evoqua supplied systems, as required.
- Assistance with Optimization of feed rates as needed.
- All required maintenance and repair of Evoqua supplied systems.
- Local inventory of spare parts to assure repairs can be made promptly.
- Pilot report to Lexington-Fayette Urban County Government.

6.2 PROPOSED TECHNOLOGIES

As detailed earlier in this proposal, Evoqua has the broadest range of odor and corrosion control technologies available in the industry. Our primary goal is to utilize the best technology for each individual

application. This requires selecting a technology for each application that will meet desired performance requirements at the lowest possible cost.

Based upon the Invitation to Bid for the Lexington-Fayette County Urban Government Odor Control Pilot Program, we are proposing the following chemical solutions:

- BIOXIDE® Solution

This technology has been employed at hundreds of locations across the United States and will prove to be successful in meeting the Lexington-Fayette Urban County Government's performance requirements. We are aware that LFUCG currently utilizes a variation of this product with varied results, however there are some key factors in managing an odor control program where Evoqua believes we can perform well on these applications. Product strength, PLC Based Feed Control Programming, and remote access to vapor phase H₂S data (with real time alarms) will allow for testing of several different scenarios in the 30-day pilot period.

True treatment goals for these control points have not been established in the RFP, but Evoqua would suggest testing different scenarios during the 30-day active feed timeline. For instance, on the South Elkhorn line, we could start with a target reduction of 95% then move on to establish baseline feed rates for several different treatment goal scenarios. On the South Elkhorn line feed rates will vary between the two feed points based upon dictated performance goals on the upper half of the Forcemain. It is possible and would utilize less chemical to treat to the outfall manhole from the midpoint only, however that scenario does not provide any treatment for the upper portion of the line.

Evoqua is flexible in our approach, so details of the Pilot can obviously be established upon selection.

How BIOXIDE® Works

The BIOXIDE® Process is the resultant process that occurs with the appropriate application of nitrate containing salts in a wastewater system. This addition results in two specific reactions that effectively control hydrogen sulfide in solution. The first reaction is the biological reduction of BOD utilizing nitrate, instead of sulfate, as the electron receptor in the bacteria, thus satisfying the bacteria's demands while not producing sulfide. The second reaction is the biological reduction of sulfide to sulfate via naturally occurring bacteria removing any upstream or simultaneous production of sulfide in solution. The net effect is total control over sulfide in solution to any desired level at a given control point(s). Total control allows the nitrate process to be highly effective in both odor and corrosion control within a system.

Evoqua utilizes a solution of calcium nitrate to deliver the nitrate ion into the wastewater system. The BIOXIDE® solution offers high relative concentration of nitrate ions, ease of delivery, highest purity, and contains no hazardous substances as defined by the EPA's CERCLA list.

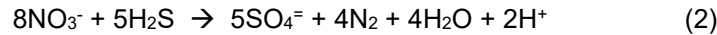
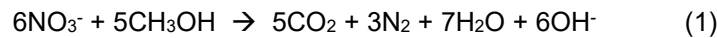
Specific Processes

Sulfide production in a municipal wastewater system mainly occurs within force mains in the collection system. The BIOXIDE® process can occur in any wastewater system; however, it is well suited to deal with the problems in collection system and essentially eliminates the problem in the collection system, resulting in elimination at the treatment facility. In the collection system, gravity sewer or force main, where the nitrate process is being implemented there are 3 major zones and 3 major reactions occurring simultaneously. Evoqua has spent years devoted to understanding the balance of these zones and reactions to make the process highly effective and cost competitive.

At any section of a given collection system pipe where the nitrate process is being implemented, the zones of interest are:

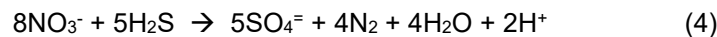
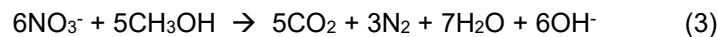
Zone 1 - The bulk fluid

Reactions: (Note: Methanol, CH₃OH, is used to represent a carbon source, or B.O.D., in all reactions.)



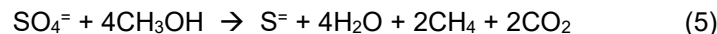
The H₂S in equation number (2) is provided by upstream production of sulfide which can vary from <0.1 mg/L to actual system experience of over 50 mg/L.

Zone 2 - The slime layer in contact with the bulk fluid



The H₂S in equation number (2) is provided by upstream production of sulfide and from sulfide produced in the slime layer that does not have access to the nitrate and therefore uses sulfate as the electron receptor (see zone 3 description).

Zone 3 - The slime layer not in direct contact with the bulk fluid



The bacteria in the slime layer (zone 2) in contact with the bulk fluid consume the nitrate provided in the system. As the nitrate penetrates the slime layer there is a concentration gradient from the bulk fluid in toward the pipe wall as the nitrate is consumed. The nitrate concentration injected into a system can be made high enough to satisfy all the bacteria in the slime layer. This however is not cost effective and by utilizing the nitrate process in zone 2, the concentration can be significantly reduced without compromising the sulfide control goals.

The reactions within a given system in each of these zones change as you move down the system from the injection point of nitrate ions to the end control point. In new applications, Evoqua relies on our understanding of these reactions and zones and has correlated it to data obtained in field operations in over 3000 systems. This allows us to utilize the BIOXIDE® process in the most cost-efficient manner possible.

6.3 ADVANCED DOSING PACKAGES

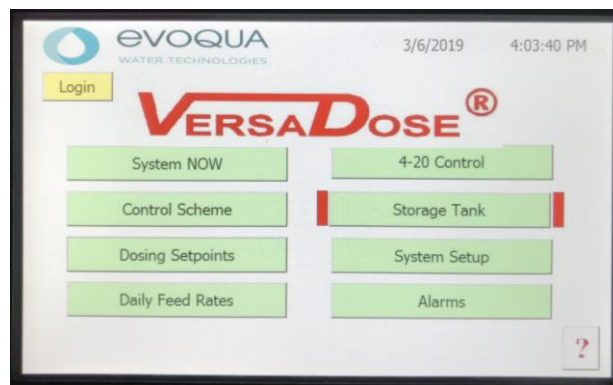
As part of the equipment supplied to the Lexington-Fayette Urban County Government, Evoqua Water Technologies, LLC will provide our VersaDose® LT advanced dosing packages for selected strategic chemical feed sites.

The VersaDose® LT packages are microprocessor-based control panels, designed for optimal product dosage. The controllers can use inputs for sewage flow and temperature to dose precisely to the system.

Evoqua offers the VersaDose® LT advanced dosing package for the efficient delivery of liquid products. The VersaDose® system has the following benefits over traditional dosing systems:

- The VersaDose® LT dosing package can save 10-25% in chemical applied without any reduction in performance, when compared to timer-based systems or constant dosing.
- The ability to precisely match dose to demand, in order to minimize chemical overfeed.
- Feed odor control products based on wastewater temperatures. Automatic adjustments occur as water temperature changes with seasons.
- Flow Pacing – Odor control products can be fed based on the flow of wastewater. Wastewater flow signals are required.
- Rain Curves – Feed rates for odor control chemicals can be reduced or shut down to prevent overfeeding during I & I events. This can result in cost savings as wastewater is weaker during I & I events, and treatment needs are reduced. Wastewater flow signals are required.
- Feed products on a 24 hour – 7-day basis to match the demand curve.
- Ability to access, monitor and adjust chemical dosage rates remotely via the Link2Site® companion website. This can be achieved via any web enabled device.
- User friendly pump calibration procedure.
- User friendly interface.
- Measure tank level changes and compare to pump rates. In the event of a discrepancy, all parties involved shall be alerted by a “Delta Dose” alarm, indicating that the system might need to be serviced or re-calibrated.
- Remote access to tank level via the Link2Site® companion website.
- Sends various alarms to website for immediate notification of personnel. Applicable systems are equipped with leak detection alarms to avoid potential chemical release.

An example of the VersaDose® LT system screen is shown in the Figure 2.



- Vapor Phase H₂S Logging devices will be provided at sample points, as required. Site conditions permitting, Evoqua will provide Vaporlink monitors to enable remote access to vapor phase H₂S Data at all control points. Remote monitoring will allow for consistent evaluation of performance (prompting feed adjustments), which is critical on these short-term Pilot evaluations.
- Optimization of chemical feed rates based on liquid and vapor phase performance evaluations.
- Perform scheduled preventative maintenance on equipment.
- Evoqua shall respond to any emergencies immediately and target a resolution time of less than 24 hours within being notified of any odor complaints or odor control equipment failures.
- 24-hour technical phone response is included in the price of the program.
- A report will be issued to Lexington-Fayette Urban County Government after each visit noting the following:
 1. Beginning feed rate in ml/min, gal/day
 2. Liquid phase / vapor phase data collected
 3. Adjusted feed rate in mL/min, gal/day
 4. Tank Levels
 5. General Condition of the feed and storage equipment

6.5 SUPPORT SERVICES

Administrative Support Services – The support services included in this component of the full-service program include billing, chemical delivery scheduling, and inventory management.

Billing – Precision in billing ensures that bills are presented in a timely and organized manner, detailing delivery location, date, and amount and type of product.

Chemical Delivery Scheduling – Accuracy and reliability in the delivery of chemical ensure uninterrupted odor control. Deliveries can be scheduled up to 72 hours in advance.

Inventory Management – An account of long-term chemical usage, delivery patterns, and an understanding of seasonal inventory variations are crucial factors in the smooth operation and optimization of the odor control program.

Engineered Odor Control Services – The services provided in this portion of the program include the design, sizing, and implementation of specialized odor control equipment, the integration of systems through advanced odor control strategies, and the identification of problematic odor issues through directed surveys.

Engineered Equipment Design – Implementing the right technology, with the correct chemical in the proper place ensures a cost-efficient solution to an odor control program.

Staffing Levels

Currently, Evoqua provides odor/corrosion control services to over 700 municipal and industrial accounts nationwide from five strategically located service centers. Evoqua employs over 175 engineers, chemists, technicians, transportation personnel and managerial/support staff to meet the odor/corrosion control needs of our customers.

6.6 MANUFACTURING

To ensure customers are serviced in a timely and professional manner, Evoqua has invested substantially in modern manufacturing and distribution systems that include:

- A. Regional warehousing, production, and distribution facilities to ensure quality products and timely deliveries for all customers,
- B. State of the art production facilities capable of producing all Evoqua chemical feed and vapor phase systems to ensure customers receive quality treatment equipment customized for their particular needs.
- C. Control system design, fabrication, and wiring that conforms to the National Electrical Code, standards of Underwriters Laboratories and any other applicable federal codes. Control system panels shall bear the listing of a Nationally Recognized Testing Laboratory (UL, ETL etc.).
- D. An integrated MIS based equipment/parts inventory that ensures Evoqua can supply customers with repair/replacement parts or equipment within hours.

6.7 SAFETY PROGRAM

Operating an odor control program must always be conducted in the safest and most responsible manner possible. Evoqua provides safety and quality assurance services to protect the personnel, property, and investments of the Lexington-Fayette Urban County Government. Evoqua promotes a safety culture that is personnel centric by providing training to and relying on feedback from employees at all levels to identify any unsafe practices, additionally all Evoqua employees are empowered to exercise a stop work authority any time an unsafe condition is observed.

Safety Committee – Evoqua has an established Safety Committee to provide leadership for the safety program and to promote safety awareness. The committee meets monthly to discuss the following:

- Follow-up on action items
- Review of accidents and safety statistics
- Report on monthly audit
- Issues brought before the committee
- Appropriate training programs
- Update action item list

Safety Training – All Evoqua employees are trained in the following programs depending on their job classification and exposure to hazards. Employees not trained in these programs will not be able to work in the department or area until the training has been completed.

- Hazard Communications – Employees who work with or around chemicals will be trained in the following areas:
 - Safety Data Sheets (SDS) – How to use them, and where they can be found. These are supplied with each chemical delivery vehicle.
 - Labeling requirements and reading labels – All chemical tanks are labeled using the proper Hazardous Material Information System (HMIS) label.
 - Hazards handling procedures, and first aid for the chemicals in use.

- Hazards associated with non-routine tasks.
- Contractor notification
- Lockout / Tagout – Employees who service, maintain, or install equipment will be trained in Lockout / Tagout procedures. These are the only employees authorized to lockout power or stored energy sources. All other employees are aware that a locked-out piece of equipment cannot be started except by the employee who locked it out.
- Personal Protective Equipment – All field employees are required to wear safety glasses and steel toed safety shoes. They are also supplied individual P.P.E. bags which contain all the safety items that they may need at the work site. They are required to have these with them at all times.
- Confined Space Entry – Any employee required to enter a confined space such as a tank or Lift Station is trained to seek authorization from a supervisor and file the appropriate forms before they begin. They are trained in the proper methods of entry and supplied the personal monitoring equipment to ensure the environment is safe and remains so throughout their service session.
- Additional Programs include, but are not limited to: Blood Borne Diseases, Accident Reporting, Hearing Conservation, Fall Protection, Ladder Safety, and Driver Safety

Safety Audits/Inspections – Equipment safety audits are conducted routinely with the periodicity depending on the equipment being inspected. The intent of these inspections is to ensure that all odor control equipment as well as all support equipment is in safe working order. Specific equipment inspections that are conducted include but are not limited to:

- Chemical storage tank inspection
- Ladder inspections
- Fire extinguisher inspections

In addition to the equipment audits mentioned above procedural compliance audits known as Loss Prevention Observations (LPO's) are required for all employees who routinely conduct any activities governed by an Evoqua standard operating procedure. LPO's can be conducted any time an Evoqua employee is performing a standard function in the presence of another Evoqua employee. When performing an LPO, the observing employee will observe the performing employee conduct a standard function making note of compliance to or deviation from the standard operating procedure as written. Examples of standard functions for which LPO's are conducted include but are not limited to:

- Driving/Parking
- Removing a manhole
- Dissolved sulfide testing
- Acid washing chemical scrubbers

These programs are designed to ensure that all personnel maintain a safe environment at all times. Coupled with the additional measures such as cross-link polyethylene tanks, above ground storage of tanks within containment pads, GFCI breakers, and regular inspections of tanks and various site equipment, Evoqua makes safety our number one priority.

7. PRICING

Price Proposal Form			
Name of Product	Equipment plus Mobilization / Demobilization Price (\$/site)	Chemical Solution Unit Price (\$/unit)	Specify Price Units (\$/Gallon or \$/Pound)
Bioxide	\$9800/site	\$3.38/gal	\$/gallon

8. ATTACHMENTS

- 8.1 BIOXIDE® Solution Brochure
- 8.2 BIOXIDE® Solution SDS
- 8.3 Employee Information Report
- 8.4 Business Conduct Guidelines
- 8.5 2022 Annual Report for Evoqua Water Technologies LLC

BIOXIDE® BIOCHEMICAL SOLUTION - THE NATURAL CHOICE FOR ODOR AND CORROSION CONTROL

BIOXIDE® solution is a unique, proven product because it achieves sewage odor control naturally, rather than chemically. This process eliminates the odor, prevents corrosion and overcomes safety concerns associated with atmospheric hydrogen sulfide.

BIOXIDE solution controls hydrogen sulfide odors and corrosion biologically. Introduction of nitrate oxygen via addition of BIOXIDE solution into a waste stream creates an environment in which certain naturally occurring bacteria thrive. These bacteria utilize the dissolved hydrogen sulfide which is present as a part of their metabolism, thereby cost effectively removing any dissolved hydrogen sulfide from the wastewater. As a result, BIOXIDE solution both removes dissolved hydrogen sulfide and prevents its formation.

In addition to hydrogen sulfide, BIOXIDE also combats most other odors commonly found in wastewater treatment systems. BIOXIDE solution has proven effective treatment in many types of wastewater facilities, in widely varying flows, and in any kind of weather.

TYPICAL PHYSICAL PROPERTIES

Nitrate Oxygen Content	3.5 lb/gal
Appearance	Clear and colorless to slightly tan
Odor	Odorless
Solubility in Water	Complete
Specific Gravity	1.42 - 1.48 at 68°F
Density	11.8 - 12.4 lb/gal at 68°F
Freezing Point	-30°F
pH	4 - 8

Typical properties are listed for information only, and are not to be considered as specification requirements. These items are not analyzed on a routine basis.

Typical Applications

- Force mains/Pressure mains
- Gravity interceptors
- Lift Stations
- Biosolids processing
- Ponds and lagoons

Proper dosage (as determined by Evoqua Water Technologies) of BIOXIDE treatment solution to a sludge or a wastewater stream, provides for a population of beneficial bacteria which oxidize dissolved hydrogen sulfide and other reduced sulfur compounds as part of their metabolism. By treating the hydrogen sulfide both in flow and solids of the wastewater stream, the process prevents release of hydrogen sulfide into the air, reducing odors and corrosion.

Typical Feed Requirements

Treatment is typically applied in a collection system upstream of the odorous control point. From a carefully selected point(s), the benefits will spread throughout the collection system to the influent of the treatment plant. The process has been documented to reduce dissolved hydrogen sulfide from over 50 mg/l to < 0.1 mg/l in numerous wastewater collection force mains, wet wells and gravity interceptors. Similar results have been achieved with BIOXIDE treatment in sludge lagoons and storage tanks. Due to the biochemical nature of this process, complete sulfide removal is extremely cost effective in applications where extended detention times produce septic conditions.

For additional treatment information, including dosage specific to your application, please contact your Evoqua Water Technologies representative.

Storage and Handling

Bioxide solution contains no substances that are listed on the Extremely Hazardous Substances (EHS) under Section 302 of EPCRA or on the Extremely Hazardous Substances (EHS) Release Notification under Section 304 of the EPCRA. Bioxide Solution is not listed as a CERCLA hazardous substance. The active ingredient is nitrate oxygen which is a stable compound found in nature. This compound is selected as the active ingredient for BIOXIDE solution because it specifically interacts with naturally occurring bacteria to remove and prevent dissolved sulfide, resulting in an effective, safe and cost efficient product.

Can be stored outdoors in ambient conditions. Follow all local, state and federal regulations for storage. Do not dump on the ground or release into any body of water. All disposal methods must be in compliance with all Federal, State, Local and Provincial laws, and regulations. Regulations may vary in different locations.

See Safety Data Sheet for additional safety and handling information before storing or handling BIOXIDE solution.

Packaging

BIOXIDE solution is normally shipped in 3,800 gallon bulk tanker loads. Mini bulk deliveries (<2,000 gallons) are available in many parts of the country. For further information, please contact your Evoqua Water Technologies representative. For reorders and customer service, call 1.800.345.3982.



210 Sixth Avenue, Suite 3300, Pittsburgh, PA 15222

+1 (866) 926-8420 (toll-free)

+1 (978) 614-7233 (toll)

www.evoqua.com

Bioxide is a trademark of Evoqua, its subsidiaries or affiliates, in some counties.

All information presented herein is believed reliable and in accordance with accepted engineering practices. Evoqua makes no warranties as to the completeness of this information. Users are responsible for evaluating individual product suitability for specific applications. Evoqua assumes no liability whatsoever for any special, indirect or consequential damages arising from the sale, resale or misuse of its products.

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Subject to change without notice

MS-BIOXIDE-DS-0921

SECTION 1: Identification

1.1. Identification

Product form : Mixture
Product name : Bioxide, Bioxide AE

1.2. Recommended use and restrictions on use

Recommended use : Water treatment
Restrictions on use : None known

1.3. Supplier

Xylem, Inc.
2650 Tallevast Road
Sarasota, FL 34243
T 724-772-0044
utilityservicesinbox@xylem.com

1.4. Emergency telephone number

US, US territories, and Canada : +1-800-255-3924
International : +1-813-248-0585
Contract number : MIS2989300

SECTION 2: Hazard(s) identification

2.1. Classification of the substance or mixture

GHS US classification

Acute toxicity (oral) Category 4	H302	Harmful if swallowed
Serious eye damage/eye irritation Category 1	H318	Causes serious eye damage

Full text of H statements : see section 16

2.2. GHS Label elements, including precautionary statements

GHS US labeling

Hazard pictograms (GHS US) :



Signal word (GHS US) :

Danger

Hazard statements (GHS US) :

H302 - Harmful if swallowed
H318 - Causes serious eye damage

Precautionary statements (GHS US) :

P264 - Wash hands, forearms and face thoroughly after handling.
P270 - Do not eat, drink or smoke when using this product.
P280 - Wear protective gloves/protective clothing/eye protection/face protection.
P301+P312 - If swallowed: Call a poison center or doctor if you feel unwell.
P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P310 - Immediately call a poison center or doctor.
P330 - Rinse mouth.
P501 - Dispose of contents/container to hazardous or special waste collection point, in accordance with local, regional, national and/or international regulation.

2.3. Other hazards which do not result in classification

No additional information available

2.4. Unknown acute toxicity (GHS US)

Not applicable

SECTION 3: Composition/Information on ingredients

3.1. Substances

Not applicable

3.2. Mixtures

Bioxide[®], Bioxide[®] AE

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Name	Product identifier	%
Calcium nitrate	(CAS-No.) 10124-37-5	45 - 50
Ammonium nitrate	(CAS-No.) 6484-52-2	3 - 5

*Chemical name, CAS number and/or exact concentration have been withheld as a trade secret

Full text of hazard classes and H-statements : see section 16

SECTION 4: First-aid measures

4.1. Description of first aid measures

- First-aid measures general : If you feel unwell, seek medical advice (show the label where possible).
- First-aid measures after inhalation : Remove person to fresh air and keep comfortable for breathing.
- First-aid measures after skin contact : Wash skin with plenty of water.
- First-aid measures after eye contact : Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician immediately.
- First-aid measures after ingestion : Rinse mouth. Call a poison center/doctor/physician if you feel unwell.

4.2. Most important symptoms and effects (acute and delayed)

- Symptoms/effects after eye contact : Serious damage to eyes.
- Symptoms/effects after ingestion : May be harmful if swallowed.

4.3. Immediate medical attention and special treatment, if necessary

No additional information available

SECTION 5: Fire-fighting measures

5.1. Suitable (and unsuitable) extinguishing media

- Suitable extinguishing media : Water spray. Dry powder. Foam. Carbon dioxide.
- Unsuitable extinguishing media : Not determined.

5.2. Specific hazards arising from the chemical

In a fire or if heated, a pressure increase will occur and the container may burst.

5.3. Special protective equipment and precautions for fire-fighters

- Firefighting instructions : Exercise caution when fighting any chemical fire.
- Protection during firefighting : Do not attempt to take action without suitable protective equipment. Self-contained breathing apparatus. Complete protective clothing.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

- Emergency procedures : Avoid contact with skin and eyes. Evacuate unnecessary personnel.

6.1.2. For emergency responders

- Protective equipment : Do not attempt to take action without suitable protective equipment. For further information refer to section 8: "Exposure controls/personal protection".

6.2. Environmental precautions

No additional information available

6.3. Methods and material for containment and cleaning up

- Methods for cleaning up : Dilute and mop up if water-soluble. If water insoluble, soak up with inert solids.
- Other information : Dispose of materials or solid residues at an authorized site.

6.4. Reference to other sections

For further information refer to section 13.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

- Precautions for safe handling : Ensure good ventilation of the work station. Avoid contact with skin and eyes. Wear personal protective equipment.
- Hygiene measures : Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

Bioxide[®], Bioxide[®] AE

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Store in a well-ventilated place. Keep cool. Rinse empty containers with water.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Bioxide, Bioxide AE

No additional information available

Calcium nitrate

No additional information available

Ammonium nitrate

No additional information available

8.2. Appropriate engineering controls

Appropriate engineering controls : Ensure good ventilation of the work station.

Environmental exposure controls : Avoid release to the environment.

8.3. Individual protection measures/Personal protective equipment

Hand protection:

Protective gloves

Eye protection:

Chemical goggles or safety glasses. Eye protection, including both chemical splash goggles and face shield, must be worn when possibility exists for eye contact due to spraying liquid or airborne particles

Skin and body protection:

Wear suitable protective clothing

Respiratory protection:

In case of insufficient ventilation, wear suitable respiratory equipment

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Liquid
Appearance	: Clear
Color	: Colorless to tan
Odor	: Odorless
Odor threshold	: No data available
pH	: 4 – 8
Melting point	: Not applicable
Freezing point	: -34 C (-30 F)
Boiling point	: 103 – 105 C
Flash point	: No data available
Relative evaporation rate (butyl acetate=1)	: No data available
Flammability (solid, gas)	: Not applicable.
Vapor pressure	: No data available
Relative vapor density at 20 C	: No data available
Relative density	: 1.42 – 1.48 @ 20 C
Solubility	: Soluble
Partition coefficient n-octanol/water (Log Pow)	: No data available
Auto-ignition temperature	: No data available
Decomposition temperature	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available
Explosion limits	: No data available
Explosive properties	: No data available

Bioxide[®], Bioxide[®] AE

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according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Oxidizing properties : No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport.

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

No dangerous reactions known under normal conditions of use.

10.4. Conditions to avoid

None under recommended storage and handling conditions (see section 7).

10.5. Incompatible materials

If allowed to dry, product residue is incompatible with flammable organic materials, reducing agents, and chlorine or hypochlorite products.

10.6. Hazardous decomposition products

Under normal conditions of storage and use, hazardous decomposition products should not be produced. On combustion, forms: carbon oxides (CO and CO₂).

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity (oral) : Harmful if swallowed.
Acute toxicity (dermal) : Not classified
Acute toxicity (inhalation) : Not classified
ATE US (oral) 1,055.3 mg/kg body weight

Calcium nitrate

LD50 oral rat	300 – 2000 mg/kg
LD50 dermal rat	> 2000 mg/kg
ATE US (oral)	300 mg/kg body weight

Ammonium nitrate

LD50 oral rat	2,950 mg/kg
LD50 dermal rat	> 5,000 mg/kg

Skin corrosion/irritation

Calcium nitrate

OECD 405 eyes, rabbit 24-72 h	irritant
-------------------------------	----------

Ammonium nitrate

OECD 405 eyes, rabbit	severe irritant
-----------------------	-----------------

Serious eye damage/irritation	: Causes serious eye damage
Respiratory skin sensitization	: Not sensitizing
Germ cell mutagenicity	: No known significant effects or critical hazards.
Carcinogenicity	: No known significant effects or critical hazards.
Reproductive toxicity	: No known significant effects or critical hazards.
STOT-single exposure	: No known significant effects or critical hazards.
STOT-repeated exposure	: No known significant effects or critical hazards.
Aspiration hazard	: No known significant effects or critical hazards.
Viscosity, kinematic	: No data available
Symptoms/effects after eye contact	: Serious damage to eyes.
Symptoms/effects after ingestion	: May be harmful if swallowed. May cause burns to mouth, throat, and stomach.
Skin contact	: No known significant effects or critical hazards.

SECTION 12: Ecological information

12.1. Toxicity

Ecology - general : The product is not considered harmful to aquatic organisms or to cause long-term adverse effects in the environment.

12.2. Persistence and degradability

Readily biodegradable in plants and soils.

Bioxide[®], Bioxide[®] AE

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

12.3. Bioaccumulative potential

No additional information available

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

No additional information available

SECTION 13: Disposal considerations

13.1. Disposal methods

Waste treatment methods : Dispose of contents/container in accordance with licensed collector's sorting instructions.

Product/Packaging disposal recommendations : Triple rinse empty containers with water prior to reconditioning.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Not applicable

Transport by sea

Not applicable

Air transport

Not applicable

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

Proper shipping name : Noxious liquid, (11) n.o.s., Cat Z

Pollution category : Z

SECTION 15: Regulatory information

15.1. US Federal regulations

SARA Section 311/312 Hazard Classes

Bioxide , Bioxide AE	Health hazard - Acute toxicity - oral - Category 4 Health hazard - Serious eye damage - Category 1
Ammonium nitrate, 3 - 5%	Fire hazard - immediate (acute) health hazard Eye irritation - Category 2A Oxidizing solids - Category 3
Calcium nitrate, 45 - 50%	Fire hazard - Immediate (acute) health hazard - Delayed (chronic) health hazard Acute toxicity - oral - Category 4 Oxidizing solids - Category 3 Serious eye damage - Category 1

All components of this product are listed, or excluded from listing, on the United States Environmental Protection Agency Toxic Substances Control Act (TSCA) inventory

SARA 313 Form R - Reporting Requirements

Name	Product Identifier	%
Calcium nitrate	(CAS-No.) 10124-37-5	45 - 50
Ammonium nitrate	(CAS-No.) 6484-52-2	3 - 5

SARA 313 notifications must not be detached from the SDS and any copying and redistribution of the SDS shall include copying and redistribution of the notice attached to copies of the SDS subsequently redistributed.

Clean Air Act Section 112(b) : Not listed

Hazardous Air Pollutants (HAPs) : Not listed

Clean Air Act Section 602 Class I Substances : Not listed

Clean Air Act Section 602 Class II Substances : Not listed

DEA List I Chemicals : Not listed

DEA List II Chemicals : Not listed

SARA 302/304 : No products were found.

SARA 304 RQ : Not applicable.

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15.2. International regulations

- All components listed or exempted on the Korean ECL (Existing Chemicals List)
- All components listed or exempted on the NZIoC (New Zealand Inventory of Chemicals)
- All components listed or exempted on the TCSI (Taiwan Chemical Substance Inventory)
- All components listed or exempted on the Philippines inventory (PICCS)
- All components listed or exempted on the Japan inventory
- All components listed or exempted on the China inventory (IECSC)
- All components listed or exempted on the Australia inventory (AICS)
- All components listed or exempted on the Canada inventory.
- All components listed or exempted on the Malaysia Inventory (EHS Register)
- All components listed or exempted on the EC inventory (EINECS/ELINCS)

15.3. US State regulations

California Proposition 65 - Warning: Cancer and Reproductive Harm - www.P65Warnings.ca.gov

Massachusetts	: None of the components are listed.
New York	: None of the components are listed.
New Jersey	: Calcium nitrate is listed. Ammonium nitrate is listed.
Pennsylvania	: Ammonium nitrate is listed.

SECTION 16: Other information

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Revision date : 11/15/2024

Full text of H-phrases:

H302	Harmful if swallowed
H318	Causes serious eye damage

SDS US (GHS HazCom 2012)

DISCLAIMER OF LIABILITY The information in this SDS was obtained from sources which we believe are reliable. However, the information is provided without any warranty, express or implied, regarding its correctness. The conditions or methods of handling, storage, use or disposal of the product are beyond our control and may be beyond our knowledge. For this and other reasons, we do not assume responsibility and expressly disclaim liability for loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of the product. This SDS was prepared and is to be used only for this product. If the product is used as a component in another product, this SDS information may not be applicable

**U.S. EQUAL OPPORTUNITY EMPLOYMENT (EEO) / AFFIRMATIVE ACTION****OBJECTIVE**

This policy is intended to state Xylem's commitment to Equal Employment Opportunity (EEO) and Affirmative Action, clarify related terms, and reaffirm the Company's intention to comply with the requirements of federal, state and local non-discrimination laws.

SCOPE

This policy applies to all U.S. colleagues (including U.S. territories).

Xylem operations which are not subject to U.S. law shall apply the intent and provisions of this policy consistent with applicable national and local law.

POLICY

Xylem is committed to a policy of equal employment opportunity and to a program of affirmative action to support that policy. Accordingly, Xylem will recruit and hire the most qualified candidates, considering job-related requirements, and applicants and colleagues shall be recruited, hired, assigned, trained, compensated and otherwise treated in all employment matters without regard to unlawful criteria including age, color, sex, gender identity, sexual orientation, genetic information, national origin, citizenship status, physical or mental disability, race, creed, religion, marital status, protected veteran status or because of any liability for service in the U.S. Armed Forces, or any legally protected personal characteristic and as these terms and classifications are defined and protected by applicable law.

We are committed to diversity and inclusion; striving for a work environment that is accepting of individual differences, where colleagues of our multicultural society are treated with dignity and fairness. Xylem prohibits discrimination or harassment of any kind, on any basis.

Xylem will not discharge or in any other manner discriminate against any colleague or applicant for employment because such colleague or applicant has inquired about, discussed, or disclosed the compensation of the colleague or applicant or another colleague or applicant. This provision shall not apply to instances in which an colleague who has access to the compensation information of other colleagues or applicants as a part of such colleague's essential job functions discloses the compensation of such other colleagues or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

Affirmative Action

All covered locations will develop written affirmative action plans to address any under-representation of women, minorities, individuals with disabilities, and qualified protected

**U.S. EQUAL OPPORTUNITY EMPLOYMENT (EEO) / AFFIRMATIVE ACTION**

veterans and ensure that Xylem's policy of Equal Employment Opportunity and Affirmative Action is fully implemented and enforced.

Active Recruitment and Placement Efforts

In accordance with the Xylem's commitment to Affirmative Action, all Xylem entities will make good faith efforts to identify qualified women, minorities, individuals with disabilities, and protected veteran candidates when positions become open at any level. Good faith outreach efforts will vary at each location.

Awareness

Xylem operations are encouraged to utilize awareness programs, community action programs, outreach programs, career path counseling, job fairs, and awards programs in order to work toward their AAP goals and timetables. Information about Xylem's affirmative action programs will be communicated to all levels of management through staff meetings, and other communications.

Reporting Procedure

Any colleague who has a complaint about this policy, should raise the concern to:

- Your manager or supervisor, or your Human Resources representative
- Your site's ombudsperson or Legal department representative
- Xylem Integrity Line: integrity.xylem.com. Reports can also be made by phone by calling +1.888.995.9870 or +1.605.275.8765 (for international toll-free dialing instructions, visit integrity.xylem.com). *NOTE: In some countries, the Xylem Integrity Line cannot be used for reporting harassment allegations and you will need to choose one of the other reporting options listed here.*
- Chief Ethics & Compliance Officer (click [here](#) for contact information)

Managers and supervisors are required to report any complaint that they receive to their Human Resources Representative. For more information, please review Policy 40-12 (Reporting Concerns and Non-Retaliation Policy) found [here](#). Reports may be made verbally or in writing.

Retaliation

Xylem is committed to a retaliation-free workplace. The company believes that protecting employees who raise a concern is the best way to foster a culture of openness and trust. Xylem has a zero tolerance standard for retaliation or retribution against an employee who in good faith reports or complains about this policy. Retaliation is adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, participated in the reporting or investigation process set forth in this policy, or testified or assisted in an investigation or proceeding involving an actual or perceived violation

**U.S. EQUAL OPPORTUNITY EMPLOYMENT (EEO) / AFFIRMATIVE ACTION**

of this policy. For more information, please review Policy 40-12 (Reporting Concerns and Non-Retaliation Policy) found [here](#).

KEY TERMS

Affirmative Action – Includes training programs, outreach efforts, and other positive steps to recruit and advance qualified minorities, women, individuals with disabilities, and protected veterans and ensuring that Xylem’s policy of Equal Employment Opportunity and Affirmative Action is fully implemented and enforced.

Protected Veteran – The United States federal government is responsible for defining specific categories of veterans which are “protected”.

Individual with a Disability – Per federal law, the term disability means, with respect to an individual (i) A physical or mental impairment that substantially limits one or more major life activities of such individual; (ii) A record of such impairment; or (iii) Being regarded as having such impairment.

Underrepresentation – A situation where a lower number of protected class colleagues are represented than expected.

Equal Employment Opportunity (EEO) – Where all employment activities are conducted to assure equal treatment and access in all phases of the employment life cycle.

Affirmative Action Plan (AAP) – A written document, tailored to the employer's workforce and the labor pool with the necessary skills in the relevant job market. This plan prescribes specific actions, goals, timetables, responsibilities and describes resources to meet identified needs.

Covered Location – A separate Affirmative Action Plan will be prepared for each location. All U.S. colleagues will be included in an Affirmative Action plan.

ROLES AND RESPONSIBILITIES

The Xylem Chief People Officer is responsible for implementation of and compliance with this policy and has designated Dia Lozinak, Sr. Director, Human Resources as the Xylem EEO Coordinator. Employees with questions about the policy should contact their Human Resources representative.

Each Human Resources Leader is responsible for the implementation of and compliance with this policy within their respective area of responsibility and for executing activities relative to Equal Employment Opportunity and Affirmative Action.

All leaders must take any necessary and appropriate action to provide equal employment opportunity for colleagues and applicants in all employment matters.

**CORPORATE POLICY**

Policy Number: 30-03, Rev C
Effective Date: February 1, 2023
Function: Human Resources

U.S. EQUAL OPPORTUNITY EMPLOYMENT (EEO) / AFFIRMATIVE ACTION**SUPPORTING DOCUMENTS**

Doc Number	Title
30-05	Prevention of Workplace Harassment

REVISION HISTORY

<u>Date</u>	<u>Revision</u>	<u>Change Made</u>	<u>Executive Sponsor/Approver</u>
January 11, 2016	B	EEO Clause Amendment	Dia Lozinak
February 1, 2023	C	Review and general updates	Dia Lozinak



Our Code of Conduct

OUR VALUES ADVANCE OUR VISION

SOLVING WATER TOGETHER

A MESSAGE FROM

Matthew Pine

Colleagues,

At Xylem, our innovative solutions and products deliver on our mission to solve the world's toughest water challenges. But our systems and services are nothing without the value-oriented and ethically-driven team of committed colleagues that stands behind them.

Every day, we are all responsible for transacting business with integrity. I encourage you to use our Code of Conduct as your go-to guide for acting ethically, legally, and respectfully while accomplishing our shared goals with colleagues, customers, and partners. As we work to advance the smart and efficient use of water and to ensure our continued success, our Code unites us under common ethical principles. Together, we shape our business practices through actions defined by our core values of respect, responsibility, integrity, and creativity. And because we expect our business partners to mirror our ethical standards, we will make a positive impact wherever we conduct business.

Our Code helps us make decisions that create a workplace where everyone feels valued and free to bring their authentic selves and ideas. It demonstrates our commitment to sustainability and strengthens our reputation of trust and our sense of purpose. Our Code applies to all of our colleagues and partners. If you are ever unsure about how to respond to an issue or have questions about whether the Code is being followed, do not stay quiet; Speak Up! You have my commitment that we are here to listen and help.

Our excellent reputation as a trusted and respected leader to transform the future of water relies on your continued commitment to integrity. With the Code of Conduct as our guide, we can continue to solve global water challenges, create environmental and social value for our customers and enhance the communities where we live and work.



Matthew Pine

Chief Executive Officer



OUR BOLD VISION

At Xylem, we are committed to creating a world in which water issues are no longer a barrier to human health, prosperity and sustainable development.

Our shared commitment to achieving this vision defines who we are and what we do. Our sustainable success will be measured by our ability to create enduring, meaningful value for:



Our Colleagues

Our people play a vital role in serving customers and driving innovation. We are committed to attracting and retaining the best, most diverse talent by making Xylem a great place to work; encouraging career development and growth; cultivating an inclusive, purpose-driven culture and rewarding success.



Our Communities

Access to clean water and reliable sanitation is vital to human health, communities' resilience and economic growth. We are committed to helping our customers serve their communities' needs and more broadly to helping communities become more sustainable by providing humanitarian aid to those in urgent need, raising awareness of global water issues and responding to disasters.



Our Customers and Partners

We continue to build our powerful global platform of innovative solutions that deliver water, energy and cost savings to help our customers and partners solve their most urgent water challenges. We focus on anticipating our customers' and partners' needs, making it easy to do business with us.

OUR VALUES

Our values define who we are and how we conduct ourselves each day, and ground how we will accomplish our vision:



Respect for each other, for diversity of people and opinions, for the environment



Responsibility for our words and actions, for customer satisfaction, for giving back to our communities



Integrity for acting ethically, for doing what we say we will do, for having the courage to communicate with candor



Creativity for thinking beyond boundaries, for anticipating tomorrow's challenges, for unlocking growth potential

Our Commitment to Sustainability

At Xylem, sustainability is fundamental to who we are and the work we do.

We define sustainability broadly, as responsible practices that strengthen the environment, global economy and society, creating a safer and more equitable world for all global citizens. Our objective to create a more water-secure and equitable world for all has sustainability and social value creation at its core. This is why we are committed to integrating sustainability into every aspect of how we operate and the goals we set for the future.

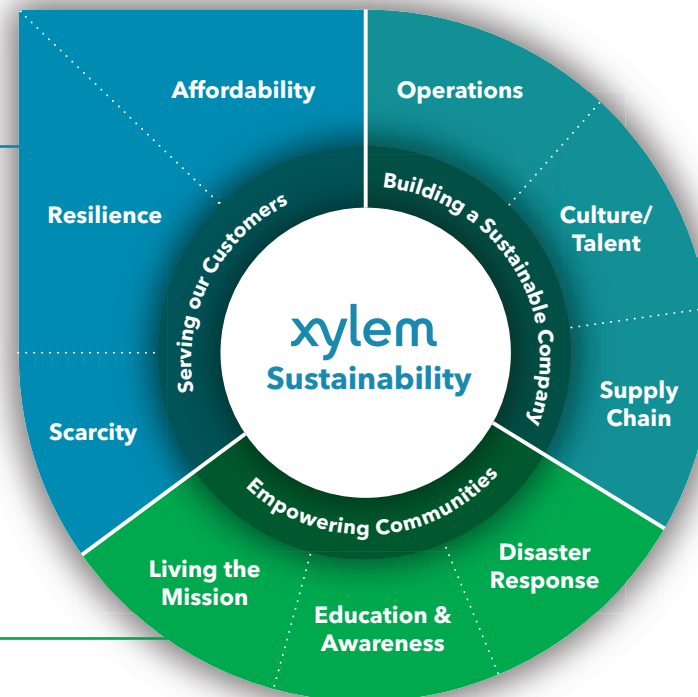
We are helping to build a healthier and more water-secure world while creating social and economic value through:

SERVING OUR CUSTOMERS.

We provide innovative technologies, solutions and expertise that help our customers solve major water challenges. We are harnessing the power of data and analytics to transform water management and deliver powerful water, energy and cost-savings for our customers and the communities they serve.

EMPOWERING COMMUNITIES.

We create social value by providing water-related disaster relief expertise, technology and equipment to communities in need; by educating and raising awareness about water challenges, and inspiring the next generation of water stewards; and by tapping into the passion of our colleagues and stakeholder volunteers to give time to local water-related causes.



BUILDING A SUSTAINABLE COMPANY.

We operate our business with integrity, minimizing our environmental footprint, ensuring the safety of our people and quality of our products, promoting an inclusive and diverse culture, and partnering with suppliers and organizations that share our values.

Learn more about our Sustainability Strategy and read our Sustainability Report at [our website](#).

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OUR CODE, OUR RESPONSIBILITIES

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WHY WE HAVE A CODE OF CONDUCT

Our Code of Conduct unites us as one company under the same ethical principles. It guides how we should act everywhere, every day as we work together to advance our mission of creating a more water-secure and equitable world.

At Xylem, we have always aspired to do well by doing good. Our shared commitment to integrity and ethics makes our company stronger and more sustainable. When we are all aligned around core values, we create the culture and capabilities to deliver unique economic, social and environmental impact.

Our Code of Conduct is a tool that helps us apply our values every day. It defines our responsibilities and sets out expectations for our behavior. While our Code of Conduct cannot address every situation we may encounter, it provides a framework and additional resources for ethical decision making.

The Code of Conduct is designed for everyone, and everyone at Xylem must follow it. Whether you are a member of our Board of Directors, an executive officer or a colleague on the factory floor, the Code applies to you. It applies everywhere we do business, in all work-related situations and whenever you represent the company, including Watermark-sponsored activities.

We also expect any business partner we work with or who represents us to uphold the same standards we do and to follow the spirit of our Code of Conduct.

We are all responsible for conducting business ethically and in line with Xylem's values.

No matter what job you do, you represent Xylem and you play a role in advancing our shared mission. We accomplish this together by always operating with the utmost integrity. Upholding this responsibility means we must all:

- Demonstrate our values through words and actions.
- Support our colleagues in ethical decision making (doing the right thing).
- Know and follow our Code of Conduct, company policies and procedures.
- Complete all assigned ethics and compliance trainings.
- Comply with federal, state, provincial and local laws and regulations that apply to our business.
- Speak up when we have questions or concerns that someone is not following our Code of Conduct.

Laws and regulations can be complex, are subject to change and can vary from country to country. Company policies may also be subject to change and may vary depending on location. Each of us should be familiar with the policies, laws and regulations that apply to our particular job functions. We are all expected to comply with the laws in the countries where we do business. If the expectations are ever unclear, the Code of Conduct outlines the resources where you can ask for help.



Responsibilities of Managers

Managers have an even greater responsibility to lead by example and model good ethical decision making. They are accountable for setting the right ethical tone with their teams. Managers are also responsible for fostering a positive, inclusive, team-oriented environment that allows our colleagues to achieve their full potential.

Managers should always:

- **Model** integrity and ethical decision making and ensure that personal actions set an appropriate example of our values.
- **Create** a work environment that welcomes open communication, allows everyone to have a voice and encourages colleagues to raise concerns.
- **Communicate** ethics and compliance expectations to their team members.
- **Hold** team members accountable for completing all ethics and compliance certification and training requirements.
- **Ensure** that team members know and understand the policies, procedures and laws that apply to their work.
- **Respect** the confidentiality of colleagues who raise concerns or participate in investigations to the greatest extent practical and legally permissible.
- **Strictly avoid** and never tolerate acts of retaliation against people who report concerns.



What If...

What if someone wants to speak with me about a potential Code of Conduct violation?

Make time to speak with your colleague and listen without judgment. If you believe that there is a potential Code of Conduct violation, share the information with Ethics and Compliance by filing a report through the Xylem Integrity Line. See [How to Receive a Concern](#) for additional information on what to do in this situation.

Active Listening

Managers at Xylem play an important role in creating the inclusive environment where our colleagues are free to develop, grow and be their authentic selves. Our leaders do this by listening, being open-minded and having frequent and open dialogue with their team members.

How can I promote diversity and inclusion?

- **Value** all colleagues for the variety of perspectives they bring.
- **Build** teams with diversity in mind.
- **Be intentional** about amplifying the voice of different colleagues.
- **Share** information and seek input from all team members.
- **Search** actively for different points of view to find solutions.
- **Listen** to others with courtesy and respect.
- **Speak up** if you feel that your views or others' views are being disrespected.

See [Respect in the Workplace](#) for more information.

RESPONSIBLE DECISION MAKING

We take pride in our work and the choices we make for Xylem. When we encounter challenging situations, we carefully evaluate the options and seek help when necessary.

It is easy to say “do the right thing,” but sometimes the right thing to do is not obvious. When you encounter a situation where the right thing to do is not clear, the following questions can help you make the appropriate choice.



If the answer to any of the questions is no, stop. Do not pursue the action, and seek guidance from a trusted resource, such as your manager, your HR business partner or someone from Legal or Finance to figure out how to proceed.



It is always okay to ask your manager for help when trying to figure out the right thing to do. Other resources are available and can always be consulted when working through these questions. (See [Asking Questions and Raising Concerns](#).)

Asking Questions and Raising Concerns

Doing the right thing means speaking up. If something seems wrong, there are a variety of resources you can use to share your concern.

Raising concerns strengthens our company by allowing us to respond to problems when they arise. It may not always feel like it, but speaking up about your concerns is the right thing to do. This is why all colleagues are encouraged and expected to speak up if they have questions or concerns about the Code of Conduct, how it applies or whether it is being followed. This also applies to possible violations of laws or company policies.

There are many ways to speak up. You should use the one that is most comfortable for you.

If you see something, we want you to say something using one of these resources:



**Manager or Another
Trusted Leader**



Trusted HR Business Partner



Member of Legal or Finance



**Xylem Integrity
Ambassador**



Xylem Integrity Line

Phone: (1) 605.275.8765 or
(1) 888.995.9870

integrity.xylem.com

For local access numbers,
integrity.xylem.com



**Xylem Chief Ethics and
Compliance Officer**

Phone: (1) 914.323.5991

Email: chief.ethicsofficer@xylem.com



**Xylem Vice President,
Internal Audit**

Phone: (1) 914.323.5705

Email: internal.audit@xylem.com



**Chair of the Audit Committee
of the Board of Directors**

c/o Xylem Corporate Secretary;
Xylem Inc., 1 International Drive,
Rye Brook, New York, USA.

The Xylem Integrity Line

You may report a concern at any time through the [Xylem Integrity Line](#). The Xylem Integrity Line is a tool that allows our colleagues and third parties to confidentially raise concerns or ask questions about conduct that appears to violate our Code of Conduct, policies or the law. The Xylem Integrity Line is operated by an outside vendor and is a completely separate entity from Xylem. Once a report is submitted, the details are transmitted to [Xylem Ethics and Compliance](#).

Refer to the Xylem Integrity Line [Reporting Concerns](#) presentation for help.

Integrity Ambassadors

Our integrity ambassadors network acts as a local ethics and compliance resource for our colleagues. Integrity Ambassadors are trusted colleagues who are available to confidentially receive concerns and promote ethical decision making.

See the [list of integrity ambassadors](#) and languages they speak.

Your Concern Is Our Concern

When concerns are raised, they will be taken seriously, investigated accordingly and responded to appropriately. When reporting a concern, you do not need to have all the facts about the suspected misconduct. Explain what you know and why you believe it is a problem. Having a good faith belief that misconduct has occurred is enough.

If an investigation is needed, it will be conducted on a confidential basis. Anyone who participates in an investigation has an obligation to respect that confidentiality. This means that you should not discuss internal investigations with your colleagues unless given permission to do so. If you are asked to participate in an investigation, you have a duty to cooperate and to provide thorough and honest information. Anyone who does not cooperate, interferes with an investigation, withholds information or otherwise chooses not to comply with these guidelines will be subject to appropriate discipline, up to and including termination.

In Good Faith

Reports of possible misconduct should always be made in good faith. *Good faith* means making a genuine attempt to provide honest, complete and accurate information with the intention of halting the potential misconduct.



Where can I get more information?

- [Ethics and Compliance Program, Reporting Concerns and Non-Retaliation Policy](#)

Anonymity and Confidentiality

When raising a concern, you are always encouraged to identify yourself. Providing your name allows for communication and makes it easier to successfully resolve the situation. If you do choose to identify yourself, we will make every reasonable effort to keep the report and your identity confidential. In most countries, if you prefer to raise a concern anonymously, you have that option as well. We will respect any request for anonymity and will not try to learn your identity.

Following Our Code of Conduct

We expect everyone to be familiar with and follow the Code of Conduct. Violations of our Code, our policies or the laws associated with our Code of Conduct and policies are taken seriously and may lead to disciplinary action, up to and including termination. In certain circumstances, violations of the Code of Conduct may result in civil or criminal consequences for Xylem and the individuals involved.

Zero Tolerance for Retaliation

We know it takes courage to come forward about suspected misconduct. That is why we do not tolerate retaliation of any kind, and colleagues who raise concerns in good faith will not suffer retaliation. If you suspect that you or a colleague has experienced retaliation as the result of raising a concern in good faith or participating in an investigation, report it through one of the channels for speaking up. (See [Asking Questions and Raising Concerns](#).) We will investigate the matter and take corrective action. Anyone found to have engaged in retaliation will be subject to disciplinary action, up to and including termination.



What If...

What if I believe that someone is violating our Code of Conduct?

Raise your concern through the reporting channel that you are most comfortable with. Speaking up about a potential problem allows us to address the concern and resolve it.

What if I feel I am being retaliated against?

Raise the concern through one of the reporting channels. (See [Asking Questions and Raising Concerns](#).) Retaliation can occur in the form of adverse employment actions as well as more minor actions such as exclusion from meetings or redelegation of responsibilities. Xylem has a zero-tolerance policy for retaliation against colleagues for raising concerns. Retaliation against colleagues for speaking up will result in discipline, up to and including termination.

How to Receive a Concern

In most cases, colleagues who observe misconduct will first go to a trusted leader, such as their manager, HR business partner or integrity ambassador. If a colleague comes to you to raise a concern about possible misconduct:

- Ensure you have enough time to discuss the concern adequately.
- If appropriate, conduct the meeting in a private location.
- Listen carefully and without judgment.
- Do not feel that you must respond to the concern or have a solution.
- Thank colleagues who raise concerns and advise them that you will follow up with the right person or group.
- Report the matter to Ethics and Compliance by filing a report through the [Xylem Integrity Line](#).

Managers should not attempt to investigate reports of suspected Code of Conduct violations unless asked to do so by Ethics and Compliance.



WORKING WITH EACH OTHER

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RESPECT IN THE WORKPLACE

We strive to create a workplace where everyone feels involved, respected, valued and free to bring their authentic selves and ideas to work every day. We hold ourselves and our colleagues to this standard.

Promoting Diversity and Inclusion

We are committed to fostering a diverse and inclusive work environment. We recognize that the best solutions to our customers' and communities' challenges come from diverse voices that represent the varied communities where we live and work, and the customers we serve. We value the ideas, opinions, and varying experiences of our colleagues, customers and other stakeholders. Together we aim to cultivate an inclusive culture where everyone feels a sense of belonging and encouragement to contribute to our mission.

While we all have the right to our own beliefs and values, we need to be sensitive to how our personal views may be received by others when we express them in the workplace or as Xylem's representative. Xylem's communication tools and social media tools should never be used to advocate religious, political or other potentially sensitive personal beliefs. (See our [Social Media Policy](#).)



What If...

What if a colleague is telling stories or jokes that imply that women are not qualified to work in this business?

Take action when you experience a colleague or business partner expressing views that you know are inconsistent with our Code of Conduct and policies. Speak with the person making the comment, a trusted leader or your HR business partner. Speaking up will enable us to do something about the inappropriate behavior. (See [Asking Questions and Raising Concerns](#).)



Where can I get more information?

- [Prevention of Workplace Harassment Policy](#)

Ensuring Equal Opportunity

We provide our colleagues with equal opportunities for employment and career advancement. Our employment decisions are based only on relevant considerations, such as the individual's qualifications and abilities – never on age, race, color, sex, religion, national origin, disability, sexual orientation, gender identity or expression, veteran status or any other legally protected personal characteristics of the individual.

What can I do to ensure equal opportunity?

- **Build** a diverse slate of qualified candidates for open roles.
- **Make** employment decisions based solely on merit.
- **Accommodate** differently abled people.
- **Refuse** to accept any excuses for prejudice.

Preventing Harassment and Workplace Bullying

We stand up against abusive, threatening, offensive or intimidating verbal or physical conduct. This standard applies whether at work or at work-related activities after working hours. Any behavior that harms our colleagues' ability to do their work or otherwise affects the terms and conditions of their employment is unacceptable. This type of behavior has no place at Xylem and goes against our mission.

Standing Up

Speaking up when you or someone you know is experiencing discrimination, harassment or bullying helps promote a respectful workplace. (See [Asking Questions and Raising Concerns](#).)

What If...

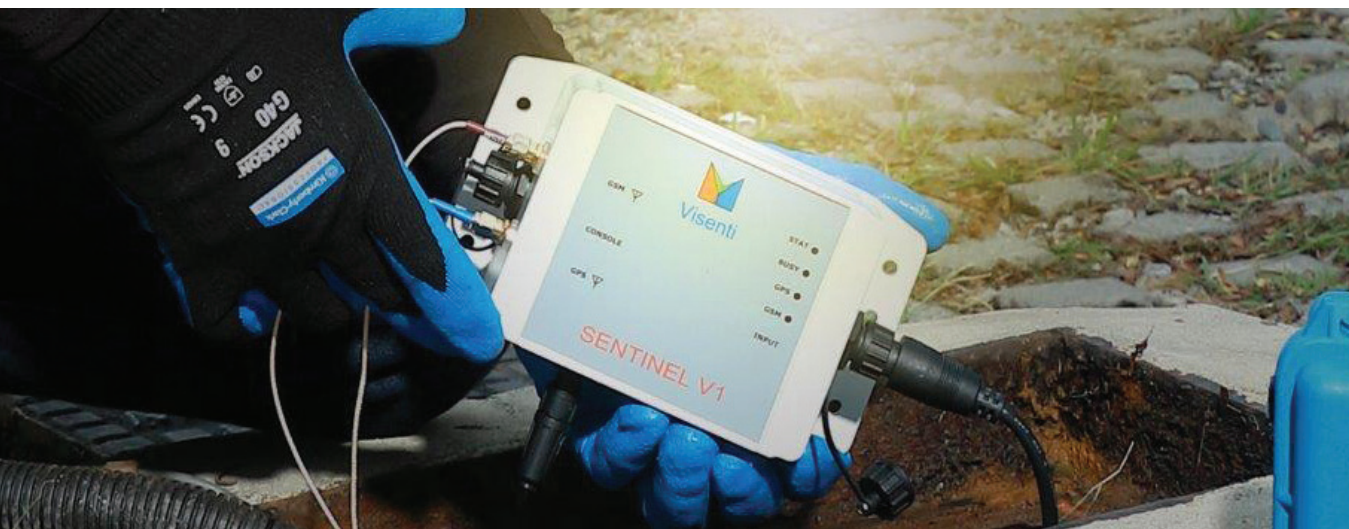
What if my manager says he does not want older people on his team because they cannot keep up with the pace?

Speak up. This kind of discriminating remark could unfairly limit career opportunities for a broad section of our workforce. At Xylem, we reject stereotypes and recognize ability regardless of age.



Where can I get more information?

- [Equal Employment Opportunity Policy Statement \(US\)](#)
- [Equal Employment Opportunity \(EEO\) Affirmative Action Policy](#)
- [Hiring and Staffing Policy](#)
- [Prevention of Workplace Harassment Policy](#)
- [Disability Accommodation Policy](#)



What are some actions that a bystander can take?

We are all accountable for promoting a harassment-free workplace. Witnessing harassment often happens when we least expect it. Be prepared. The next time you are a witness to harassment, remember the things you can do to be an effective ally:

RECOGNIZE THE HARASSMENT

1

Do not ignore the problem or look the other way.

TAKE ACTION

2

Speak up and stand up for what is right. Interrupt the harassment, call out or distract the harasser or help the target of the harassment get away from the situation. Or if you are uncomfortable taking direct action, refuse to give the harasser an audience by walking away.

FOLLOW UP

3

Speak privately with the person who was harassed. Show your support and encourage your colleague to report the harassment or offer to report the conduct for them.

What If...

What if my manager frequently loses his temper and yells at our team for things like missing a target?

Actions like these shape our organization's culture, sending signals about the acceptable way to behave. We want to foster a respectful working environment. If you feel that the conduct is persistent and interferes with your ability to do your work, speak with someone about your experiences and what can be done to improve the situation. (See [Asking Questions and Raising Concerns](#).)

What is harassment?

Harassment is any unwelcome conduct directed at another person that has the intent or effect of creating an intimidating, hostile or offensive work environment for that person. It includes things like physical or verbal intimidation, inappropriate jokes, racial slurs, name-calling, unwelcome touching or sexual advances and the posting or sharing of obscene images. Legal definitions of harassment may vary from country to country.



Where can I get more information?

- [Prevention of Workplace Harassment Policy](#)

STAYING SAFE AND HEALTHY

At Xylem, we care about the well-being of our colleagues, customers, business partners and visitors. We are committed to getting everyone home safe and healthy every day. Nothing justifies ignoring our health and safety requirements.

Workplace Safety

We are committed to safety at our facilities, on the road and at our customer sites. No matter what you do or where you work, you are expected to put safety first. Our Accept-Only-Zero philosophy guides these daily actions and decisions. This means knowing and following your facility's health and safety rules and response plans as well as all applicable laws, regulations and public health guidelines.

A safe workplace is not only one that is injury-free but also one that is free of threats and violence. We do not tolerate assaults, physical or cyberstalking, or similar acts of violence or intimidation. (See [Preventing Harassment and Workplace Bullying](#).)

What If...

What if I am working at a business partner's site? Do Xylem's safety rules apply?

If you are representing Xylem at a business partner's location, you must follow our Code of Conduct and our policies. You must also understand and follow the partner's health and safety rules.

SPEAK UP IF ...

You witness unknown people or unusual activity that could lead to theft or harm.

You observe or are subject to violence or threats.

You are asked to do a job or task you consider unsafe or are not properly trained to do.

You observe or are made aware of an unsafe condition or potential danger to others or yourself.

You suspect that a piece of equipment is not operating properly and may be unsafe.

How do I prioritize health and safety?

- **Know and follow** company and health and safety policies and procedures.
- **Be aware** of your surroundings and take appropriate action to address risks before starting work.
- **Report** unsafe conditions like workplace hazards and broken equipment.
- **Report** job-related injuries or illnesses.
- **Know** what to do in case of injury or other workplace emergencies.
- **Watch out** for each other to avoid unsafe conditions or behaviors.

Mental Health and Well-Being

Mental health is an important part of overall health and well-being. We are allies for each other. If someone appears to be struggling, check in to see if you can help. Xylem provides support to colleagues and their families for maintaining mental and emotional well-being with local resources, and in many countries Employee Assistance Programs. This can be a critical resource at all times, but particularly when facing difficulties. You should never feel ashamed or embarrassed to ask for help.

Drugs and Alcohol

To keep ourselves and our colleagues safe, we may never perform work for Xylem while under the influence of alcohol, illegal or unauthorized drugs or over-the-counter or prescribed medication that impairs our ability to function effectively. This applies whether you are working at Xylem facilities, working remotely, traveling on company business or working at customer sites.

If you are concerned that a colleague may be under the influence of alcohol or a drug that impairs their ability to function effectively while at work, raise your concern with your manager.

Appropriate Use of Alcohol

In appropriate settings, Xylem may authorize alcoholic beverages at company functions or events. In those situations, colleagues and business partners may consume alcohol in moderation, provided that their conduct and demeanor remain businesslike and professional at all times. All applicable laws regarding alcohol consumption must be followed, including laws regulating driving while under the influence and public intoxication.



Where can I get more information?

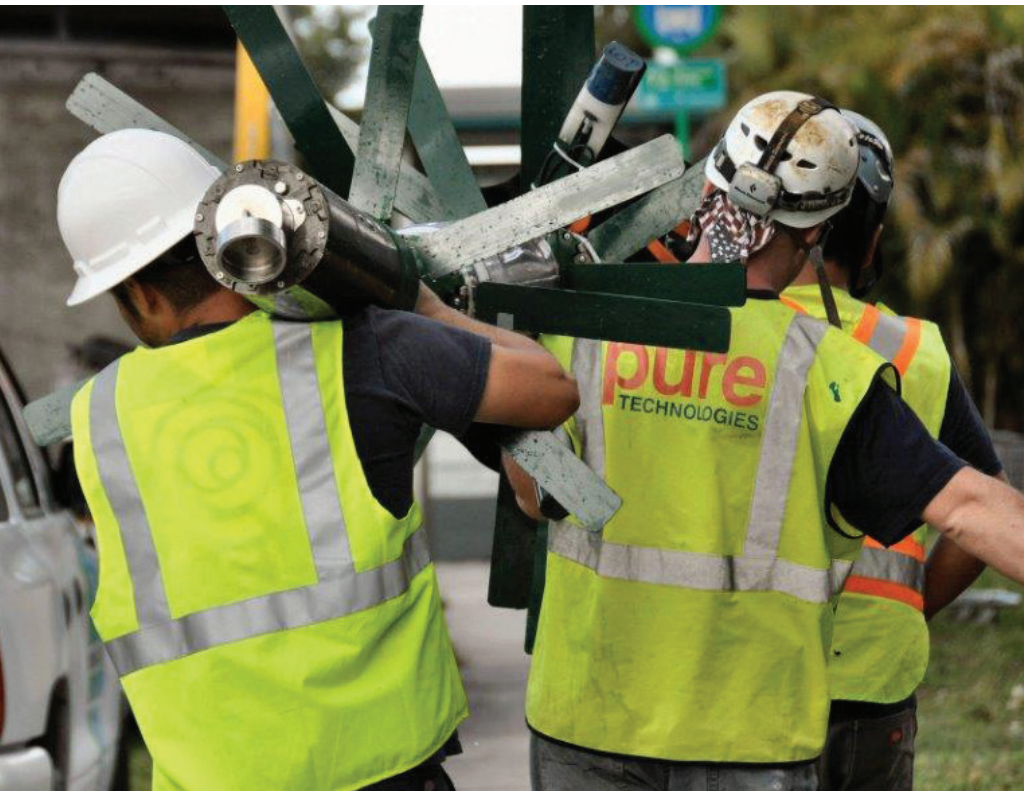
- [Environment, Safety and Health Policy](#)
- [Travel, Expense and Security Policy](#)
- [Prevention of Workplace Violence Policy](#)
- [Substance Abuse Prevention Policy](#)
- [US Substance Abuse Prevention Policy](#)

RESPECTING OUR COLLEAGUES' PRIVACY

We respect our colleagues' privacy and treat their personal information with appropriate care. Personal details are only shared with proper authorization.

Part of creating a respectful workplace is respecting the boundaries our colleagues set on the personal information they are comfortable sharing at work. Colleagues should never feel forced to share details about their personal lives. Colleagues should also feel confident that their personal data is being kept confidential. Personal data is any information that could be used to identify someone, either directly or indirectly. This includes things such as a colleague's name, birth date, home address, government identification number or medical details.

(See [Maintaining Data Privacy](#).)



What If...

What if I received a misdirected email that included an attachment with colleagues' names, addresses and government identification numbers?

Inform the sender and report the incident to [Data Incident Response](#). Then delete the email and its attachment. Do not forward or make copies of the personal data.



Where can I get more information?

- [Data Privacy Policy](#)



WORKING WITH SUPPLIERS, CUSTOMERS AND BUSINESS PARTNERS

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AVOIDING CONFLICTS OF INTEREST

At work, we always act in the best interests of Xylem. We do not let our personal interests interfere, or appear to interfere, with our actions on behalf of the company.

Some examples of conflicts of interest

While we cannot list every situation that could create a conflict of interest, these are some common conflicts you could encounter.



Personal Relationships

- Dating a coworker.
- Working with a customer that employs a close friend.
- Having a parent with large financial investments in a supplier.



Business Opportunities

- Using information learned through work for personal gain.
- Personally profiting off of Xylem's confidential information.



Outside Investments

- Owning stock in a supplier that you have influence over.
- Investing personal funds in a transaction in which Xylem may have interest, such as a small water technology start-up.



Outside Work

- Working a second job that interferes with job responsibilities at Xylem.
- Using Xylem resources for an outside job.

What is a conflict of interest?

A conflict of interest exists whenever our personal interests interfere or give the appearance of interfering with our job responsibilities. Even the *suggestion* of a conflict can lead others to think we are not acting in Xylem's best interests.



Is it a conflict of interest?

If you are considering whether a situation is a conflict of interest, start by asking these questions:



If you answered "yes," to any of these questions, seek guidance from your manager or HR business partner.

Often when there is potential or perceived conflict of interest, we can find a way to manage it effectively. Inform your manager and HR business partner of any known or potential conflicts of interest and then develop a plan to address the situation.

- **Be aware** of activities or relationships that may conflict with your work at Xylem.
- **Consult** the policy or seek advice if you are unsure whether a conflict exists.
- **Tell** your manager and HR business partner about known or potential conflicts of interest.
- **Use** company facilities, equipment and time only for work-related activities.

What If...

What if my brother-in-law works for one of our distributors?

Discuss the situation with your manager. If your job involves interacting with the distributor, there could be a potential conflict of interest and the situation needs to be disclosed.

What if my friend runs a catering company? Can I hire my friend for a company sponsored event?

It may be possible for Xylem to hire your friend's catering business, but the objective is to achieve the best overall value for Xylem. That means that all vendors must be evaluated objectively, in line with our policies (such as the [Global Procurement Policy](#) and [Delegation of Authority Policy](#)).

What if my sister wants to apply for a job opening in my department at Xylem?

Colleagues can be excellent resources for finding candidates for open positions. Be sure to disclose your relationship to your HR business partner and manager if your sister is hired so any appearance of favoritism or conflicts of interest can be addressed appropriately if needed.



Where can I get more information?

- [Conflict of Interest Policy](#)
- [Conflict of Interest Guide](#)
- [Employment of Closely Related Individuals and Those in Consensual Romantic Relationships Policy](#)

COMPETING FAIRLY

We believe in free and fair competition. We always compete for business openly, honestly and lawfully.

Competition drives invention and innovation. At Xylem, we gain our competitive advantages through the quality of our solutions, rather than through unethical or illegal collaboration with our competitors. Agreements that create an unfair advantage in the market, fix prices, divide customers, assign winners in a bidding process, boycott suppliers or prevent competitors from entering the market are never appropriate.

Industry and trade association meetings serve legitimate and worthwhile purposes. However, these meetings also carry risk because they bring together competitors who might discuss matters of mutual concern and potentially cross the line of what is permissible. If you ever find yourself in any kind of anti-competitive situation or conversation, exit it immediately and report what happened to Ethics and Compliance.



How do I ensure fair competition?

- ✓ Make decisions on how, when and where to compete independently from competitors.
- ✓ Avoid making harmful or untrue statements about competitors.
- ✓ Obtain information from publicly available sources or open and honest conversation.
- ✓ Involve Legal when communicating or entering into any written or verbal agreement with a competitor.
- ✓ Be mindful of conversations with competitors at trade shows or trade association meetings. Do not discuss pricing strategies, actual prices or competitive bidding matters.
- ✓ Avoid agreements with suppliers, distributors or customers that impermissibly restrict competition.
- ✓ Follow the antitrust and competition laws in the countries where we operate.
- ✓ Alert Ethics and Compliance if you suspect any anti-competitive behavior or are approached by a competitor.

Competitive Intelligence

Knowing our competition is critical for making strategic business decisions, and we always compete in ways that are fair, transparent, legal and ethical. We gather competitive intelligence by

- Relying on publicly available information, such as published articles, regulatory filings and online posts
- Conducting market research, either directly or through external agencies
- Never seeking or accepting information if obtained illegally or unethically, such as through bribery or theft
- Never accepting confidential information without the owner's consent
- Avoiding competitor information if we know we are not meant to obtain it
- Never seeking competitor information from job applicants or current employees who worked for a competitor
- Respecting the terms of confidentiality agreements



What If...

What if I want to hire an employee from a competitor?

Xylem frequently hires employees from competitors. However, this practice should not be used as an opportunity to learn confidential information about our competitors. Confidentiality obligations generally extend beyond the end of employment.

What if a competitor suggests that we meet up with some of the other trade association members after a regular meeting to compare notes on the market?

Politely say "No, thank you." Even though it is acceptable to discuss non-confidential information, an informal discussion may quickly turn to subjects that should not be discussed, such as pricing or anti-competitive practices. Just being present when illegal discussions are taking place may, even if you are not participating, present risk to you personally and to Xylem.



Where can I get more information?

- [Antitrust and Competition Law Compliance Policy, Toolkit and Manual](#)

MAKING DEALS AND WINNING BUSINESS

**We win business on the strength of our products and services.
We choose customers, suppliers and other business partners who
share our same commitment to integrity and ethical standards.**

Leading with integrity in our business dealings strengthens our reputation as a trustworthy business partner. We never offer or accept bribes from anyone or permit anyone to offer or solicit bribes on our behalf. In some countries, side payments to government officials to speed up some process or action (often known as facilitation payments) may be common business practice, but such payments could be seen as bribes and are therefore not permitted. Regardless of local custom or the practices of other companies, at Xylem, we follow anti-corruption laws and do not permit corruption in any form.

Corruption law violations can be serious and result in damage to our reputation, fines, penalties and even prison time. Corruption also harms communities and the marketplace, making it harder for everyone to do business. We draw a very hard line at engaging in any form of corrupt behavior.

We frequently work with distributors, agents or other channel partners, but we do not deal with third parties who engage in or promote corrupt practices. Nor should we ever ask a third party to take an action that we would not be permitted to take ourselves. The actions of third parties who act on our behalf can be attributed to Xylem, which is why we have a robust due diligence process for third parties – to make sure our business partners share our commitment to fighting corruption and promoting ethical practices.



Anti-Corruption Due Diligence

Always conduct any required anti-corruption due diligence reviews before engaging a third party or renewing a business relationship. Our [Anti-Corruption Due Diligence Framework](#) provides information on the types of third parties that require review and approval and those that do not. If your work involves engaging third parties, it is your responsibility to know and comply with our anti-corruption due diligence process.

What is a bribe?

A *bribe* is anything of value offered or accepted to influence a business decision or obtain a business advantage. Bribes can take many forms, including cash, gift cards, entertainment, inappropriate discounts, hiring a family member or a friend of someone you seek to influence, charitable contributions that are outside of our policy guidelines or any other favor offered in an attempt to influence a business decision.

What is a kickback?

A *kickback* is the return of a benefit, usually cash, as a reward for awarding business. It is similar to a bribe and should never be requested or accepted.

Lobbying

Lobbying is a means of influencing government action and can be permissible when done transparently and in accordance with governmental regulations. Any lobbying on behalf of Xylem, either directly or through third parties, must be done lawfully and with permission from Legal.



What If...

What if our agent suggests we pay an additional fee, outside of a normal process, so our goods can clear customs more quickly?

This could be a request for a facilitation payment. Facilitation payments are not permitted. For more information on how to identify a facilitation payment, see the Anti-Corruption Policy and Manual.

What if a distributor offers to share some of the project profits with my team if Xylem chooses to give the project to the distributor?

Report this solicitation to Ethics and Compliance. This would be considered an illegal kickback and should not be accepted.

What if my team wants to start work with a new distributor before the due diligence process is complete?

Due diligence must be complete before engaging with new third parties. We conduct anti-corruption due diligence to ensure Xylem works with business partners who share Xylem's high ethical standards. Contact your Regional Due Diligence Coordinator to discuss the urgent nature of your situation and understand the steps to take to ensure efficient movement through the process.



Where can I get more information?

- [Anti-Corruption Policy](#)
- [Anti-Corruption Manual](#)
- [Gifts, Hospitality, Travel and Charitable Contributions Policy and Quick Guide](#)

Gifts, Hospitality and Customer Travel

Offering or accepting gifts, entertainment or hospitality can help build and strengthen business relationships. However, these items should never be used to influence a business decision. They also should never create or give the appearance of a conflict of interest.

Our policies and guidelines set out the acceptable value limits, what needs to be preapproved and how to obtain preapproval. By following these guidelines, you can build business relationships and avoid giving the impression that business decisions were improperly influenced.

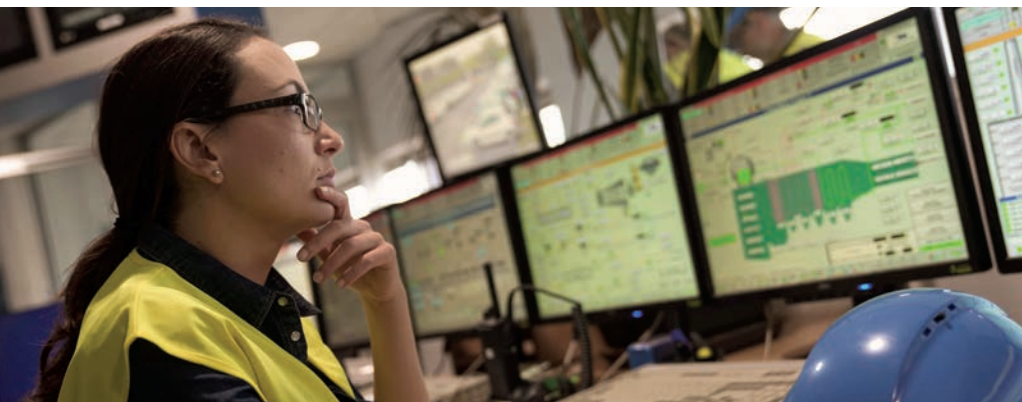
Gifts or entertainment should always be:

- For a proper business purpose.
- Nominal in value and appropriate under the circumstances.
- Permitted by Xylem's policies and the policies of the business partner.
- Accurately documented.

We never offer cash, gift certificates or other cash equivalents as a gift. Consult the policy on charitable contributions before making a donation that would directly or indirectly benefit a business partner. (See [Community Involvement and Charitable Donations](#).)

Government Officials

Pay close attention to Xylem's gift and hospitality policies when entertaining or giving gifts to government officials. Because of antibribery laws, the thresholds are different and approvals are required. If you have questions, contact Legal before moving ahead.



What If...

What if I want to give a customer a Xylem water bottle as a small token of appreciation?

Offering an inexpensive Xylem-branded gift to customers is usually acceptable. Make sure recipients are allowed to receive the gift (sometimes their policies or laws do not allow it).

What if a customer wants me to arrange dinner and tickets to a sporting event after factory acceptance testing?

Offering infrequent, moderately priced meals and hospitality to customers is generally permitted under our policies and the law, especially if the customer is accompanied by a Xylem representative. Ensure these types of expenses are legal, properly preapproved, appropriately documented and also allowed under the customer's laws and policies.



Where can I get more information?

- [Anti-Corruption Policy and Manual](#)
- [Gifts, Hospitality, Travel and Charitable Contributions Policy and Quick Guide](#)
- [Political Activities Policy](#)

Working with Suppliers

Our suppliers are an essential part of our ability to meet our customers' needs. We choose suppliers that share our commitment to integrity and ethical standards. Our sourcing decisions are based on objective criteria, such as quality, price, service and delivery record. Our [Supplier Code of Conduct](#) lays out our expectations for our suppliers and helps them maintain the same high ethical standards that we hold for ourselves.

How We Deal with Our Suppliers

- **Avoid** conflicts of interest with suppliers. (See [Avoiding Conflicts of Interest](#).)
- **Share** confidential information with suppliers only when proper protections are in place.
- **Ensure** that all partners are committed to ethical and lawful business practices outlined in the Supplier Code of Conduct.

Sourcing Responsibly

Our commitment to our core values extends to our suppliers. We expect our suppliers to respect human rights through fair and ethical business practices. (See [Contributing to Our Communities](#).) When selecting a supplier, consider whether the supplier:

- Provides proper working conditions, hours and compensation.
- Engages in fair labor and sustainable sourcing practices to protect the health and well-being of workers and communities.
- Prohibits the use of child or prison labor.
- Takes human rights violations seriously.

Money Laundering

Money laundering happens when people try to move money that was made illegally into legitimate accounts to cover up the illegal source of the funds. Xylem does not condone, facilitate or support money laundering. Be alert for any unusual financial transactions that may indicate money laundering and report any suspicious financial activities or transactions.



Where can I get more information?

- [Supplier Code of Conduct](#)
- [Global Procurement Policy](#)
- [Indirect Purchasing Policy](#)
- [Supplier Risk Management Policy](#)
- [Trade Compliance, Management, Import and Export Policies](#)
- [Anti-Corruption Policy and Manual](#)

Public Procurements and Government Contracts

Xylem frequently supplies products, services and solutions to government customers through participation in public procurements. Government customers can be cities, state or federal governments, municipalities or state-owned entities. There is a special obligation of trust that applies when participating in public procurements, and missteps could cause Xylem to lose its ability to participate in future procurements.

- Take care in assembling submission information to ensure the accuracy of all information.
- Supervise business partners who assemble submission information on our behalf.
- Never misrepresent any aspect of our products, services or solutions or encourage others to make misrepresentations for us.
- Follow all procurement regulations and never attempt to influence a procurement decision through outside payments, favors or gifts.

If we win a contract with a municipality or government agency, we must comply with all applicable laws and regulations. These regulations vary by country, can be complex and stricter than those governing our commercial contracts and are subject to change. Colleagues who participate in bidding for and performing government contracts should contact Legal for support when needed.

Imports and Exports

As a global company, we frequently send and receive products, services and technology from different countries. Most countries where we do business have regulations on trade between nations. Each of us has a responsibility to understand and comply with the trade laws, regulations and restrictions in the countries where we operate. Following these rules allows us to keep our commitment to on-time and in-full delivery of products, services and technology.

- **When importing**, or bringing materials, products, services or technology (including software) *into* a country, articles should always be described accurately and be assigned the correct tariff code.
- **When exporting**, or sending materials, products, services or technology (including software) *out of* a country, articles should always be described accurately and reviewed for export controls, trade embargoes or sanctions and boycott language.

Importing or exporting goods, services or technology (including software) without proper government approvals can cause Xylem to lose its ability to participate in international trade, or other penalties. Trade requirements can be complex and subject to change, so contact a member of Trade Compliance for guidance or when you have questions.

What If...

What if I am asked to sign an origin declaration, but I am not aware of the manufacturing process?

Contact a member of Trade Compliance. Their role is to ensure the safe, efficient and cost-effective movement of materials, products, services and technology across international borders so that we minimize the risk of fines, penalties, reputational damage or other disruptions that may result from noncompliance.



Where can I get more information?

- [Contract Review Guidelines](#)
 - [Americas](#)
 - [Emerging Markets](#)
 - [Europe](#)
- [Global Product Sales Contract Review Guidelines](#)
- [Anti-Corruption Policy and Manual](#)
- [Anti-Corruption Due Diligence Framework and Processes](#)
- [Gifts, Hospitality, Travel and Charitable Contributions Policy and Quick Guide](#)
- [Trade Compliance Resource Page](#)





SAFEGUARDING COMPANY INTERESTS

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MAINTAINING XYLEM'S REPUTATION

We all act as brand ambassadors for Xylem. We enhance our reputation every day by living our values and following our policies.

Our reputation is one of our most valuable assets. Each of us is responsible for cultivating and protecting Xylem's reputation, both among our colleagues and with external stakeholders. There are many aspects to Xylem's reputation including the quality of our products, statements made in the media and each colleague's behavior with customers, business partners and community members. It is our responsibility to ensure our reputation is as strong as it can be.



What If...

What if a colleague suggests we skip a quality check to meet our production deadline?

We should never cut corners to meet deadlines. Raise the issue to your manager or via one of the other reporting channels if you are not comfortable that your colleague will follow the required process.

What if I receive a call from a reporter asking about a new product launch?

All calls or emails from reporters should be forwarded to Corporate Communications. Colleagues should not speak with news media unless they have been authorized to do so.

What if a colleague whose social media profile shows that they work at Xylem is posting comments that I find offensive?

Discuss your concern with a trusted leader or your HR business partner or report it through the [Xylem Integrity Line](#).

HOW WE MAINTAIN OUR REPUTATION

Product Quality, Reliability and Safety

Quality, reliability and safety are the foundation on which our products are built. As we develop and offer solutions and services, we are aware of the role cybersecurity plays in protecting our customers, their data and our company. We want to maintain the trust of our customers and business partners by delivering reliable, safe, high-quality solutions.

- Follow all product safety processes.
- Never bypass quality controls or take shortcuts that compromise quality or safety.
- Immediately report any concerns about product quality or safety.
- Ensure product feedback from customers is shared with the product quality review board.
- Ensure all product safety incident feedback is shared with the appropriate business unit's product safety board.



- [Product Safety Policies](#)
- [Product Cybersecurity Policy](#)

Practicing Good Cybersecurity

We all have a role in protecting Xylem from cyber threats. We are vigilant when using technology to ensure that Xylem's information and our business partners' information is protected.

- Use only authorized software and approved cloud storage solutions.
- Report potential phishing attempts and suspicious cyber incidents.
- Protect Xylem's confidential information and that of our customers and business partners.
- Understand the requirements outlined in the Cybersecurity Policy.



- [Cybersecurity Policy](#)
- [Acceptable Use of Information and Technology Resources Policy](#)

Avoiding Fraud, Bribery and Corruption

We win and retain business on the strength of our products. We build relationships based on transparency and trust.

- Never offer, promise or give anything of value to a government official or anyone else to gain a business advantage.
- Never offer or accept bribes or kickbacks.
- Keep accurate and complete records so all payments are correctly detailed.
- See [Making Deals and Winning Business](#) for more information.



- [Frauds and Thefts Policy](#)

Media and Other Inquiries

We provide the media and the public with accurate and consistent information regarding our business. We speak on behalf of Xylem only when we are authorized to do so. We enhance our reputation with truthful, clear and consistent messaging.

- Do not speak on behalf of Xylem unless you are authorized to do so.
- Refer all media inquiries to Corporate Communications (media.enquiries@xylem.com).



- [Fair Disclosure Policy](#)

Using Social Media Responsibly

We embrace the power of social media to build connections, but we make sure that any personal opinions we express online are identified as our own. We do not post anything that would be disrespectful, harassing or discriminatory, or that would expose confidential information of Xylem or our partners.

- Use good judgment when posting online, including expressing ideas and opinions in a respectful manner.
- When referring to Xylem, Watermark or our work, make clear that any opinions expressed in your social media feeds are your own.
- Do not give the appearance of representing the company unless you are expressly authorized to do so.
- Protect Xylem's confidential, proprietary information and that of our customers and business partners.



- [Social Media Policy](#)

SAFEGUARDING COMPANY ASSETS AND PROPERTY

We use our assets for legitimate business purposes and protect them from loss, theft, fraud and misuse. We avoid using company assets for personal gain.

Protecting Our Assets

Xylem's assets include everything that we use to conduct business. Xylem's assets can be physical, electronic, financial or information and are intended to be used for business purposes. We all have a responsibility to keep company assets safe from theft, loss, waste or abuse and ensure that they are used only to promote Xylem's business interests. By protecting Xylem's assets, we also protect our colleagues, customers and business partners.

Examples of Xylem's Assets

- **Physical assets:** office supplies and equipment, production machinery, inventory and company vehicles.
- **Electronic assets:** computer hardware, software and systems, mobile phones and tablets.
- **Financial assets:** money or anything that can be converted into money, like checks.
- **Information assets:** intellectual property, business strategies and processes, customer lists and pricing details.

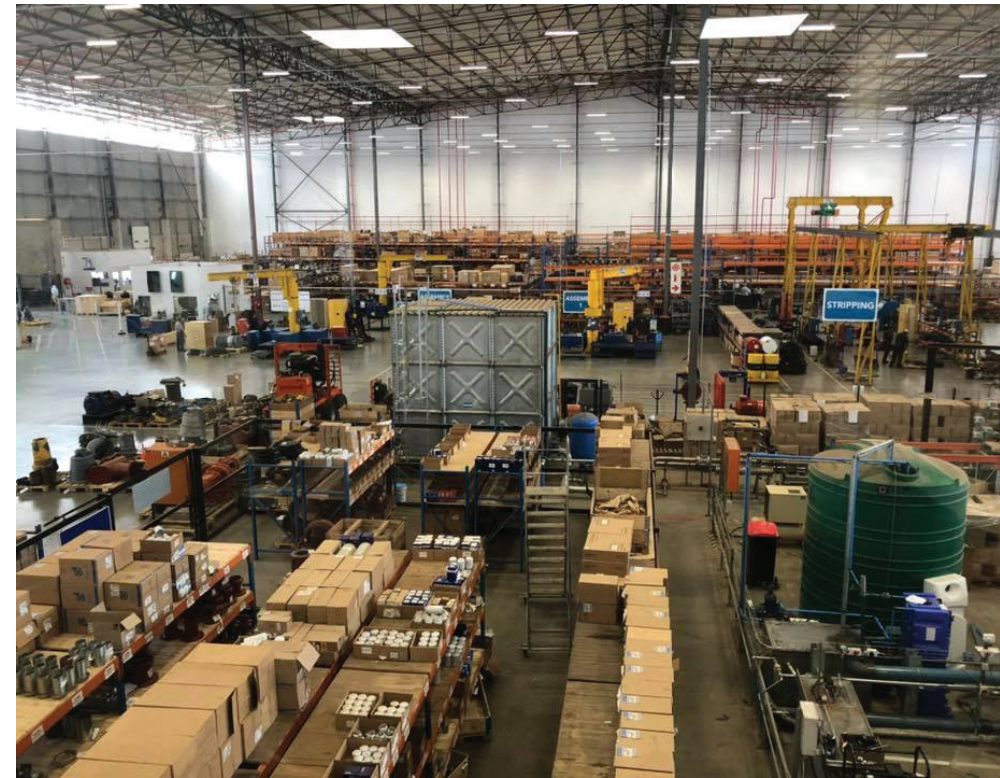
To safeguard Xylem's assets, we:

- **Take care** of assets in our control to avoid loss, damage, destruction, theft or unauthorized use.
- **Use** company funds honestly, responsibly and in accordance with our policies.
- **Report** any theft, abuse or misuse of our assets.

What If...

What if I want to take home some materials that have been scrapped?

Speak with your site's management. Scrap materials are Xylem property and generally cannot be taken for personal use.



Using Technology Responsibly

Xylem's technology and electronic resources should be used for their intended business purposes. Occasionally using phones, computers or the Internet for personal reasons is acceptable, but it should not interfere with your work and must conform to Xylem's policies and the law.

When using our technology, practice good cybersecurity:

- **Only use authorized software** and never attempt to install software yourself. Installing software yourself may violate license agreements, putting Xylem at risk for violation fines. Software downloaded from untrusted sites or providers may also introduce cyber threats, such as ransomware, into our environment.
- **Identify suspicious emails** by carefully analyzing the sender's email address and hovering over any links it asks you to click to see if it goes to a legitimate web page associated with the message. If unsure, use the Report Phishing button or send an email to phish.reporting@xylem.com.
- **Delete unneeded data files.** Keeping unnecessary data, especially if it includes personally identifiable information, such as names, phone numbers, national IDs, health data or personal mailing addresses, can expose the company to increased risk. Follow our [Record Keeping Policy](#) and manage your data files accordingly.
 - Practice secure inbox management by deleting email messages that are no longer needed and transferring important information to the appropriate information management systems.
- **Use approved cloud storage applications** to store and share work-related files with internal colleagues and external business partners.

Always use good judgment and keep in mind that anything you create, store, download, send or receive using our systems could be viewed as company property and can be reviewed by us at any time, as permitted by applicable law. You should not expect emails or anything else that is transmitted or stored on Xylem's systems to be private, other than as required by applicable law. Approval from Xylem's Ethics and Compliance Officer is required before accessing the email account or reviewing the Internet activity of any active Xylem colleague.



Where can I get more information?

- [Acceptable Use of Information and Technology Resources Policy](#)

Information Security Reporting

Report potential phishing attempts by using the *Report Phishing* button in the Outlook ribbon or by emailing phish.reporting@xylem.com.

Report suspicious cyber incidents and all other cybersecurity questions and concerns to cyber.security@xylem.com.



What If...

What if I want to get new software installed?

Open a [Smart Support ticket](#) if you would like software installed.

What if I want to check my Xylem email from my personal device?

You may access your work email on your personal device if you have followed the requirements of the Mobile Device Management Standard, which ensures the Xylem content is secure.

What if my manager asks me to log into a system using her user ID and password to retrieve some reports that I would not otherwise have access to?

It is against our policy to share passwords. Also, access to restricted information should be limited to those with a need to know and who are authorized to have access. Remind the manager that you do not have access to this system and this information due to their sensitivity.

Maintaining Data Privacy

Sometimes Xylem must collect, use, store or share personal information from our colleagues, customers or partners. When we do, we take care to keep that information safe and confidential. We collect only the personal data that is needed and use it only for legitimate business purposes. We share it only with people who are authorized to see it. We always handle personal data responsibly and in compliance with the data privacy laws where we operate.

How do I support data privacy?

- Collect only the personal data that is needed.
- Follow our data retention policy when retaining personal data.
- Use personal data only for legitimate business purposes.
- Share personal data only with authorized people.

Protecting Proprietary and Confidential Information

Information is an important asset and critical to our company's success. As we continue to innovate and develop solutions to respond to global water

challenges, we need to protect our confidential information and the confidential information entrusted to us by our partners and customers. This helps us maintain our competitive advantage.

Be familiar with the type of information that your business group considers proprietary or confidential and always take appropriate precautions to protect such information from improper disclosure. Share proprietary or confidential information only with people who are authorized to see it and have a business need to know it. This guideline also applies to colleagues within Xylem.

- **Before sharing** proprietary or confidential information with external partners, check that there is a legitimate business reason for sharing the information and an appropriate confidentiality or nondisclosure agreement is in place.
- **Respect** the proprietary information of others. Avoid unlicensed use of someone else's invention, patents, software or registered identifiers.
- **Notify** Ethics and Compliance if you receive confidential information from a competitor or business partner that we were not supposed to receive.

What is personal data?

Personal data is any information that could be used to identify someone, either directly or indirectly. It includes names, phone numbers, email addresses, identification numbers and in some countries even water meter usage information.

What If...

What if I want to discuss an opportunity with a potential new business partner that may involve information confidential to Xylem?

Before you discuss confidential information about Xylem with a new business partner, you must ensure that a fully signed nondisclosure agreement (also known as an *NDA*) is in place. We have an automated tool to generate NDAs for signatures to make this process easier: [NDA Process](#).



Where can I get more information?

- [Business Proprietary Information Agreement, Covenant Against Disclosure, and Assignment of Rights to Intellectual Property](#)
- [Intellectual Property Policy](#)
- [Data Privacy Policy](#)
- [Privacy Statement](#)



RECORD KEEPING AND FINANCIAL REPORTING

We maintain books and records that accurately reflect our business and financial situation. We never knowingly record incorrect information.

Accurate records are complete, timely and understandable. Everyone is responsible for accurate recordkeeping. It is essential to efficient and profitable business operations. This applies whether you are filling out a timesheet, submitting an expense report, preparing bidding documents, detailing a financial forecast, recording financial results or creating any other business record. Many people inside and outside Xylem rely on the accuracy of our records. Accurate recordkeeping helps us maintain trust and confidence with our stakeholders.

Knowingly recording incorrect, incomplete or misleading information about any transaction or event is never allowed. We should also never intentionally delay recording transactions or events or ask someone else to create inaccurate records. Secret or unrecorded funds or assets may not be established or maintained for any purpose. We each have a responsibility to keep full, fair, accurate, timely and understandable records.

How do I keep accurate records?

- **Record** all assets, liabilities, revenues, expenses and business transactions completely, accurately, in the proper period and in a timely manner.
- **Ensure** that records and accounts conform to generally accepted accounting principles and our internal controls.
- **Never set up** secret or unrecorded cash funds or other assets or liabilities.
- **Maintain** company records in accordance with our records retention requirements.
- **Preserve** documents or records that are subject to investigation or may be needed in legal proceedings.
- **Speak up** if you have concerns about inaccurate business records.

What is a business record?

A business record is any form of communication or information about or related to our company. It can be as informal as a handwritten note or as formal as a public financial filing. Our time cards, expense reports, production records, sales orders, backlog information, commercial contracts and invoices to customers or from vendors are all business records.

What If...

What if people who report to me leave Xylem? Should I delete the working files and business records that they maintained?

Refer to our [Record Keeping Policy](#) for information on what must be kept and what can be destroyed. Do not dispose of records that are subject to a document preservation notice. Check with Legal if you have questions.



Where can I get more information?

- [Travel, Expense and Security Policy](#)
- [Fair Disclosure Policy](#)
- [Record Keeping Policy](#)



BUYING AND SELLING SECURITIES

We buy and sell stock and other securities based only on information that is publicly available. We do not seek financial gain on the basis of nonpublic information.

While working at Xylem, you may learn or have access to information about our company or our business partners that is not known by the public. This information must be protected and may never be used to buy or sell stock or securities. If a reasonable investor would consider the information important in deciding whether to buy or sell securities, then trading on this information would qualify as insider trading. Anyone at Xylem has the ability to learn inside information, but no one should trade on it. Insider trading is illegal and against our policy.

What is insider trading?

Insider trading occurs when an individual uses material, nonpublic information to buy or sell stocks or other securities in the market. Information that is not known by the public is called nonpublic, or inside, information.

Inside information is material when a reasonable investor would consider the information important in deciding whether to buy or sell shares and can include information regarding financial performance, changes in dividends, a possible merger or acquisition, product or service developments, customer orders or changes in leadership.

Insider trading can also occur if inside information is shared with others so that they can use that information to buy or sell securities. This is called “tipping” and is also illegal.

Participating in insider trading has serious consequences, including criminal fines and prison time.

What If...

What if I want to buy stock in a company that is about to be awarded a large supply contract for a key component in a new product that we are developing?

If, through your work at Xylem, you learn information about another company that is not generally known by the public and that a reasonable investor would view as important in deciding whether to invest in the company – such as the award of a supply contract that is material to the supplier – buying stock on the basis of that information would be against the law.



Where can I get more information?

- [Insider Trading and 10b5-1 Plans Policy](#)



CONTRIBUTING TO OUR COMMUNITIES

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COMMUNITY INVOLVEMENT AND CHARITABLE DONATIONS

At Xylem, we take pride in our role as corporate citizens. We put our principles into action through community involvement and charitable donations, with no expectation of anything in return.

We encourage everyone to make a difference in their communities and to give back through volunteering, including participating in our Xylem Watermark sponsored events and activities.

- **Learn** more about our corporate social responsibility initiatives and how you can play a role in advancing them.
- **Participate** in Xylem Watermark volunteer events and activities.
- **Volunteer** for community programs that speak to your personal passions and interests.

Making Charitable Donations

As a company, we make charitable donations that promote causes that align with our mission. However, charitable donations should never be used with the intent to influence any person or to gain an advantage in business. (See [Making Deals and Winning Business](#).) We should never make charitable donations that benefit ourselves or our relatives, friends or associates. Generally, company funds or assets should not be used to support personal volunteer activities, as this has the potential to create a conflict of interest. (See [Avoiding Conflicts of Interest](#).)

- **Make** charitable contributions on behalf of Xylem only when authorized to do so.
- **Never use** charitable donations to influence customers or business partners.
- **Seek** approval from Legal before making donations to non-Watermark charities or noncharitable organizations.

Community involvement can include political activity, such as donating time or money to candidates or political causes. All political donations must be done in your own name, and not on behalf of Xylem. Donations should never be used to influence a business decision. (See [Making Deals and Winning Business](#).)

Xylem Watermark

[Watermark](#) is Xylem's corporate social responsibility program. Watermark works with nonprofit partners on sustainable development projects that provide education and protect safe water resources for communities around the world in pursuit of its mission to provide education and access to safe water to ensure healthy lives, social equity and resilient communities. Colleagues, customers and partners can take action by volunteering their time or expertise to Watermark projects and activities.



Where can I get more information?

- [Gifts, Hospitality, Travel and Charitable Contributions Policy and Quick Guide](#)
- [Anti-Corruption Policy and Manual](#)

PROTECTING OUR ENVIRONMENT

Environmental responsibility is an integral piece of Xylem's approach to sustainability. We are minimizing our environmental footprint through reducing waste, recycling and reusing water, reducing greenhouse gas emissions and creating increasingly sustainable packaging.

- **Follow** all applicable environmental laws and regulations.
- **Reach** out to an Environmental, Health & Safety (EHS) Manager if guidelines are not being followed.
- **Report** any leak, spill or other potential environmental issue.

What If...

What if a colleague is dumping old paint behind a building?

If you witness or hear about something that seems unsafe or not in line with promoting environmental health and safety, report it to your manager or a member of Environment, Health & Safety (EHS). We have procedures for safe disposal that ensure environmental health and safety of our colleagues and facilities.



Where can I get more information?

- [Xylem's Climate Change Policy](#)
- [Xylem Sustainability Report](#)



SUPPORTING HUMAN RIGHTS

We are committed to conducting business in a manner that respects human dignity and advances human rights, regardless of local business customs. All our colleagues and partners are entitled to safe working conditions and to fair and equal treatment. (See [Respect in the Workplace](#).)

We choose our business partners carefully to ensure that they share our commitment to sustainability and uphold the same standards as we do in protecting the environment and human rights. (See [Sourcing Responsibly](#).)

What If...

What if I notice that some of the employees look very young while visiting a supplier site?

Raise your concern if something does not seem right. Supply chain management (including human rights concerns such as modern slavery and working conditions) is important for Xylem. We expect our suppliers to comply with our Supplier Code of Conduct and model our ethical business practices.



Where can I get more information?

- [Statement on Efforts to Combat Modern Slavery](#)
- [Conflict Minerals Policy Statement](#)
- [Human Rights Statement](#)
- [Global Procurement Policy](#)
- [Supplier Code of Conduct](#)





THE LAST DROP

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ETHICS AND COMPLIANCE AT XYLEM

At Xylem, we have designed our Global Ethics and Compliance Program to foster a culture where our colleagues throughout the organization act responsibly and with integrity and feel empowered to speak up when they suspect that our Code is not being followed. Our program is built on best practices, providing a framework to ensure business is conducted ethically and compliantly. It is designed to prevent, detect and respond to misconduct.

The Ethics and Compliance Team is responsible for administering our multi-factored program. The team members are subject matter experts in investigations, anti-corruption/ bribery, trade compliance, data privacy and antitrust. They support the Ethics and Compliance Review Boards, administer the integrity ambassador program, oversee resolution of ethics and compliance allegations, develop policies, communicate and train on compliance topics and policies and are a channel for speaking up and seeking help.

If you ever have questions about how to interpret our Code of Conduct, a policy or a situation that you think may pose a problem, contact a member of the [Ethics and Compliance team](#) – they are your allies.

WAIVERS

In exceptional and rare circumstances, Xylem may need to waive part of our Code of Conduct. If you believe such a situation applies to you, submit a written request to Xylem’s Chief Ethics and Compliance Officer. Only the Board of Directors may grant waivers of our Code for executive officers and directors. Xylem will publicly disclose any such waivers as legally required.

Xylem may make changes to its Code of Conduct or any policy or procedure at any time. The guidance in the Code of Conduct, our policies or procedures does not modify the employment-at-will relationship.



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Drugs and Alcohol	Money Laundering	Workplace Violence
Due Diligence		



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1.914.323.5700

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Many of the photos in the Code of Conduct were sourced from Xylem employees. We greatly appreciate these skilled photographers and their generous contributions.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Xylem Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Xylem Inc. and subsidiaries (the "Company") as of December 31, 2022 and 2021, the related consolidated statements of income, comprehensive income, stockholders' equity, and cash flows, for each of the three years in the period ended December 31, 2022, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2022, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 24, 2023, expressed an unqualified opinion on the Company's internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Goodwill - M&CS Reporting Units - Refer to Note 11 to the financial statements

Critical Audit Matter Description

The Company's evaluation of goodwill for impairment involves the comparison of the fair value of each reporting unit to its carrying value. The goodwill balance was \$2.7 billion as of December 31, 2022, of which \$1.6 billion is allocated to the M&CS Reporting Units. The fair value of the M&CS reporting units exceeded its carrying value as of the 2022 measurement date and, therefore, no impairment was recognized.

To determine the fair value of the M&CS reporting units, the Company used the income approach. Under the income approach, the fair value of the M&CS reporting units was based on the discounted value of the estimated cash flows that the reporting unit is expected to generate. Cash flow projections were based on management's estimates of revenue growth rates and operating margins, taking into consideration industry and market conditions. The discount rate was based on the weighted average cost of capital appropriate for the M&CS reporting units.

Given the significant judgments made by management to estimate the fair value of the M&CS reporting units, performing audit procedures to evaluate the reasonableness of management's estimates and assumptions related to the selection of the discount rate and forecasts of future revenue required a high degree of auditor judgment and an increased extent of effort, including the need to involve our fair value specialists.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to forecasts of future revenue and selection of the discount rate for the M&CS reporting units included the following, among others:

- We tested the effectiveness of controls over management's goodwill impairment evaluation, including those over the determination of the fair value of the M&CS reporting units, such as controls related to management's forecasts of future revenue and the selection of the discount rate.
- We evaluated the reasonableness of management's revenue forecasts by comparing the forecasts to:
 - Historical revenues
 - Internal communications to management and the Board of Directors.
 - Information included in industry reports and certain peer company data.
- With the assistance of our fair value specialists, we evaluated the reasonableness of the (1) valuation methodology, (2) discount rate, and (3) long-term revenue growth rate, including testing the source information underlying the determination of the discount rate and long-term revenue growth rate, testing the mathematical accuracy of the calculation, and developing a range of independent estimates and comparing those to the discount rate selected by management.
- Our fair value specialists also assisted in evaluating the reasonableness of the M&CS reporting units fair value by considering comparable EBITDA multiples of peer companies.

/s/ Deloitte & Touche LLP

Stamford, Connecticut

February 24, 2023

We have served as the Company's auditor since 2010.

XYLEM INC. AND SUBSIDIARIES
CONSOLIDATED INCOME STATEMENTS
(In Millions, except per share data)

Year Ended December 31,	2022	2021	2020
Revenue	\$ 5,522	\$ 5,195	\$ 4,876
Cost of revenue	3,438	3,220	3,046
Gross profit	2,084	1,975	1,830
Selling, general and administrative expenses	1,227	1,179	1,143
Research and development expenses	206	204	187
Restructuring and asset impairment charges	29	7	75
Goodwill impairment charge	—	—	58
Operating income	622	585	367
Interest expense	50	76	77
U.K. pension settlement expense	140	—	—
Other non-operating income (expense), net	7	—	(5)
Gain on sale of businesses	1	2	—
Income before taxes	440	511	285
Income tax expense	85	84	31
Net income	\$ 355	\$ 427	\$ 254
Earnings per share:			
Basic	\$ 1.97	\$ 2.37	\$ 1.41
Diluted	\$ 1.96	\$ 2.35	\$ 1.40
Weighted average number of shares:			
Basic	180.2	180.2	180.1
Diluted	181.0	181.5	181.1

See accompanying notes to consolidated financial statements.

XYLEM INC. AND SUBSIDIARIES**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**

(In Millions)

Year Ended December 31,	2022	2021	2020
Net income	\$ 355	\$ 427	\$ 254
Other comprehensive income (loss), before tax:			
Foreign currency translation adjustment	(53)	20	(23)
Net change in derivative hedge agreements:			
Unrealized gain (loss)	(24)	(10)	9
Amount of (gain) loss reclassified into net income	21	4	(3)
Net change in post-retirement benefit plans:			
Net gain (loss)	101	51	(78)
Prior service credit	—	—	5
Amortization of prior service credit cost	(2)	(3)	(3)
Amortization of net actuarial loss into net income	12	23	19
U.K. pension settlement	137	—	—
Foreign currency translation adjustment	39	11	(19)
Other comprehensive income (loss), before tax	231	96	(93)
Income tax (benefit) expense related to other comprehensive loss	86	54	(54)
Other comprehensive income (loss), net of tax	145	42	(39)
Comprehensive income	\$ 500	\$ 469	\$ 215
Less: comprehensive (loss) gain attributable to noncontrolling interests	—	—	(1)
Comprehensive income attributable to Xylem	\$ 500	\$ 469	\$ 216

See accompanying notes to consolidated financial statements.

XYLEM INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(In Millions, except per share amounts)

December 31,	2022	2021
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 944	\$ 1,349
Receivables, less allowances for discounts, returns and credit losses of \$ 50 and \$44 in 2022 and 2021, respectively	1,096	953
Inventories	799	700
Prepaid and other current assets	173	158
Total current assets	3,012	3,160
Property, plant and equipment, net	630	644
Goodwill	2,719	2,792
Other intangible assets, net	930	1,016
Other non-current assets	661	664
Total assets	\$ 7,952	\$ 8,276
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 723	\$ 639
Accrued and other current liabilities	867	752
Total current liabilities	1,590	1,391
Long-term debt, net	1,880	2,440
Accrued post-retirement benefit obligations	286	438
Deferred income tax liabilities	222	287
Other non-current accrued liabilities	471	494
Total liabilities	4,449	5,050
Commitment and Contingencies (Note 19)		
Stockholders' equity:		
Common stock — par value \$0.01 per share:		
Authorized 750.0 shares, issued 196.0 and 195.6 shares in 2022 and 2021, respectively	2	2
Capital in excess of par value	2,134	2,089
Retained earnings	2,292	2,154
Treasury stock — at cost 15.8 shares and 15.2 shares in 2022 and 2021, respectively	(708)	(656)
Accumulated other comprehensive loss	(226)	(371)
Total stockholders' equity	3,494	3,218
Non-controlling interest	9	8
Total equity	3,503	3,226
Total liabilities and stockholders' equity	\$ 7,952	\$ 8,276

See accompanying notes to consolidated financial statements.

XYLEM INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (In Millions)

Year Ended December 31,	2022	2021	2020
Operating Activities			
Net income	\$ 355	\$ 427	\$ 254
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation	111	118	117
Amortization	125	127	134
Deferred income taxes	(64)	10	(31)
Share-based compensation	37	33	26
Restructuring and asset impairment charges	29	7	75
Goodwill impairment charge	—	—	58
U.K. pension settlement expense	140	—	—
Gain from sale of businesses	(1)	(2)	—
Other, net	(4)	8	46
Payments for restructuring	(11)	(25)	(36)
Contributions to post-retirement benefit plans	(19)	(29)	(27)
Changes in assets and liabilities (net of acquisitions):			
Changes in receivables	(192)	(70)	109
Changes in inventories	(147)	(167)	(5)
Changes in accounts payable	117	81	(39)
Changes in accrued liabilities	57	7	101
Changes in accrued taxes	57	(9)	20
Net changes in other assets and liabilities	6	22	22
Net Cash — Operating activities	596	538	824
Investing Activities			
Capital expenditures	(208)	(208)	(183)
Proceeds from sale of businesses	1	10	—
Cash received from investments	8	3	200
Cash paid for investments	(11)	—	(200)
Cash received from cross-currency swaps	28	14	12
Settlement of currency forward agreement	(10)	—	—
Other, net	1	(2)	2
Net Cash — Investing activities	(191)	(183)	(169)
Financing Activities			
Short-term debt issued, net	—	—	359
Short-term debt repaid, net	—	—	(640)
Long-term debt issued, net	—	—	985
Long-term debt repaid, net	(527)	(600)	—
Repurchase of common stock	(52)	(68)	(61)
Proceeds from exercise of employee stock options	8	19	20
Dividends paid	(217)	(203)	(188)
Other, net	(2)	(3)	(2)
Net Cash — Financing activities	(790)	(855)	473
Effect of exchange rate changes on cash	(20)	(26)	23
Net change in cash and cash equivalents	(405)	(526)	1,151
Cash and cash equivalents at beginning of year	1,349	1,875	724
Cash and cash equivalents at end of year	\$ 944	\$ 1,349	\$ 1,875
Supplemental disclosure of cash flow information:			
Cash paid during the year for:			
Interest	\$ 76	\$ 99	\$ 77
Income taxes (net of refunds received)	\$ 91	\$ 83	\$ 41

See accompanying notes to consolidated financial statements.

XYLEM INC. AND SUBSIDIARIES**CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**

(In Millions, except per share amounts)

	Common Stock	Capital in Excess of Par Value	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Non-Controlling Interest	Total
Balance at December 31, 2019	\$ 2	\$ 1,991	\$ 1,866	\$ (375)	\$ (527)	\$ 10	\$ 2,967
Cumulative effect of change in accounting principle			(2)				(2)
Net income			254				254
Other comprehensive loss, net				(38)		(1)	(39)
Distribution to minority shareholders						(1)	(1)
Dividends declared (\$1.04 per share)			(188)				(188)
Stock incentive plan activity		46			(11)		35
Repurchase of common stock					(50)		(50)
Acquisition activity							—
Balance at December 31, 2020	\$ 2	\$ 2,037	\$ 1,930	\$ (413)	\$ (588)	\$ 8	\$ 2,976
Net Income			427				427
Other comprehensive income, net				42			42
Dividends declared (\$1.12 per share)			(203)				(203)
Stock incentive plan activity		52			(8)		44
Repurchase of common stock					(60)		(60)
Balance at December 31, 2021	\$ 2	\$ 2,089	\$ 2,154	\$ (371)	\$ (656)	\$ 8	\$ 3,226
Net income			355				355
Other comprehensive income, net				145		—	145
Other activity						1	1
Dividends declared (\$1.20 per share)			(217)				(217)
Stock incentive plan activity		45			(6)		39
Repurchase of common stock					(46)		(46)
Balance at December 31, 2022	\$ 2	\$ 2,134	\$ 2,292	\$ (226)	\$ (708)	\$ 9	\$ 3,503

See accompanying notes to consolidated financial statements.

Evoqua operates a fleet of both tractor trailers and straight trucks and will be able to make deliveries with either type of truck, as required. Our drivers are direct employees of Evoqua Water Technologies. A picture of one of our straight trucks is provided below:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2024

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

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

PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: ... PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
CN108453421-Evoqu-GAWU-24-25	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED EWT Holdings III Corp. Evoqua Water Technologies LLC 310 Waters St SE Washington, DC 20003	INSURER A: National Union Fire Insurance Co. of Pittsburgh, PA	19445
	INSURER B: AIU Insurance Co.	19399
	INSURER C: Allianz Global Risk US Insurance Company	35300
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:**

NYC-011807542-04

REVISION NUMBER: 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			3609404	10/31/2024	10/31/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 SIR: \$1,000,000 \$
A	AUTOMOBILE LIABILITY			3135727 (AOS)	10/31/2024	10/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			3135728 (MA)	10/31/2024	10/31/2025	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USL00109924	10/31/2024	10/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			14111904 (AOS)	10/31/2024	10/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N			14111907 (WI)	10/31/2024	10/31/2025	E.L. EACH ACCIDENT \$ 2,000,000
B	(Mandatory in NH)			14111905 (CA)	10/31/2024	10/31/2025	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below			14111906 (OR)	10/31/2024	10/31/2025	E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	AUTO BUFFER - EXCESS FOR AUTO ONLY			42-XSF-326265-03	10/31/2024	10/31/2025	LIMITS: \$ 5,000,000

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT IS INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. GENERAL LIABILITY POLICY SHALL BE PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE IN FORCE FOR OR WHICH MAY BE PURCHASED BY ADDITIONAL INSURED, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT
ATTN: MARTHA ROGERS
200 EAST MAIN STREET
LEXINGTON, KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, LLC.		NAMED INSURED EWT Holdings III Corp. Evoqua Water Technologies LLC 310 Waters St SE Washington, DC 20003
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Evoqua will be included as an insured under Xylem Inc. effective 12/31/2023.