

Request for proposals response to: Lexington-Fayette Urban County Government

ITB No: 26-2026

Magnesium Hydroxide Odor Control Chemicals

Due: March 26, 2026



LEXINGTON



Pencco, Inc, PO Box 600, San Felipe, TX 77473

Office phone: 979-885-0005

Website: www.pencco.com



March 23, 2026

Mr. Brian Marcum
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

RE: ITB No.: 26-2026 Magnesium Hydroxide Odor Control Chemicals

Dear Mr. Marcum,

Penco is pleased to offer Lexington-Fayette Urban County Government (LFUCG) a total turnkey service and product offering for the supply and dosing of Magnesium Hydroxide. Penco has been at the forefront of pioneering solutions for odor and corrosion control for 40 years and is continuously growing in both geography and markets served. Penco currently employs over 195 people and has invested in hiring of key personnel, growth of our in-house company truck and railcar fleet, and plant improvements. This has enabled us to reach new customers while staying true to our core products and competencies.

We are excited about new technologies in odor and corrosion control with our in-house manufactured and customizable dosing controllers, Acrologs™ that can measure gas phase H₂S, and the website that ties our field equipment together and gives the customer the most visibility and control over results.

If deemed the successful bidder, Penco will be the prime supplier for the work. Our proposal is attached. The term of this proposal is 1 years, and we offer 3 additional (1) year extensions upon mutual agreement.

We have attached a summary of our company information and experience. Penco will supplement any additional information requested. We look forward to the opportunity to continue to work with LFUCG. The attached proposal shall remain valid for 180 days from the date of this submittal.

Sincerely,

Sarah Duffy
Bid Director



ADDENDUM #1

Bid Number **#26-2026**

Date: March 17, 2026

Subject: Magnesium Hydroxide Odor Control Chemicals

Address inquiries to:
Brian Marcum
brianm@lexingtonky.gov
(859) 258-3320

TO ALL PROSPECTIVE SUBMITTERS:

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

What is the estimated annual usage of mag hydroxide?

Unfortunately, the LFUCG does not have an estimated annual usage/quantity of mag hydroxide. This bid package is the initial bid specifically for magnesium hydroxide for odor/corrosion control for use at/in the LCR force main and/or other locations. As indicated in the bid package, prior years odor control chemical in use at the LCR Pump Station (LCR force main), was a calcium nitrate product, and the three (3) prior year usage quantities are provided below, as well as included in the bid package, **only as a point of reference:**

- 2025 annual usage : 44,190 gallons
- 2024 annual usage: 32,700 gallons
- 2023 annual usage: 17,600 gallons

Who is the current supplier and what is the cost?

No contact currently exists.

Please provide the previous bid tab results for our records.

There have been no previous bids.

Please provide the current pricing/supplier for the magnesium hydroxide.

We do not currently have a contract or supplier for this product.

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: Pencco, Inc.

ADDRESS: P.O. Box 600, San Felipe, TX 77473

SIGNATURE OF BIDDER:  Sarah Duffy, Bid Director



125 Lisle Industrial Ave., Suite 180, Lexington, KY 40511 / 859.425.2400 Phone / 859.254.7787 Fax / lexingtonky.gov

SECTION 8

a. Experience

Penco is able to meet the requirements of the RFP as laid out by the Lexington-Fayette Urban County Government. We have a primary manufacturing and bulk terminal for magnesium hydroxide in Crandall GA, as well as multiple distribution facilities across North America. We have a full staff, personnel and trucking equipment that will be used in this contract. Our field service team already has technicians and equipment that can serve LFUCG under this contract that meet our high standard for optimal service. Our references will show satisfied customers for similar projects.

Penco was built on odor and corrosion control 40 years ago, and this market has been a significant growth factor over the past 5 years, as we have made investments in our company and capabilities. Specific qualifications and advantages that serve the needs of this contract are below:

- Our field technicians and site service team has grown significantly both to meet the needs of our customers and in anticipation of further growth. We have experienced and capable technicians in Tennessee that will seamlessly transition, upgrade, and care for LFUCG's sites under this contract.
- We invest heavily in redundancy as a practice to always expect the unexpected. Because of this, we have redundancies of plant manufacturing equipment to avoid downtime in the event of equipment breakdown. We have the ability to bring product from another of our manufacturing facilities in an emergency. We have more than one source for our raw materials, as well as two or more sources on any chemicals we distribute under this contract.
- We have updated and grown our in-house fleet of trucks, trailers, and railcars to be able to guarantee reliability, retain top transportation talent, and respond immediately to the needs of our customers. In 2024, Penco made 12,000+ deliveries to customers on our equipment at a 99.9% successful/spill free rate, covering over 3.4 million miles.
- Our growth has and continues to enable financial investment in our company and to respond to the needs that arise. We have 5 manufacturing facilities, active plans for more manufacturing facilities, and a national network of distribution points. Penco is prepared to fully capitalize all the equipment necessary for the injection of magnesium hydroxide into the collection system. While our financials are not public, we maintain a 1R2 rating from Dun & Bradstreet. Our supplier risk is low (2 out of 10), and our delinquency score/repayment risk is also low. Our likelihood of repayment rating is 96 out of 100.
- Penco has worked to build redundancy and multiple sources into our supply chain to allow for shifts in volume and multiple backup options when a disruption or uncertainty occurs. While we source our raw materials from all over the world, we are also an American manufacturer and work to have as many American supply streams as possible. Because of our robust supply chain, we have been able to preemptively work out arrangements with our suppliers to move the necessary agreements to domestic suppliers if tariffs begin to impact our existing price structures.

Penco should be considered because we have over 40 years of experience working with utilities providing treatment solutions. Penco has a fully operational team that can ensure that the odor and corrosion control needs of Nashville Metro are met. Our team is local with respect to your area and can provide maintenance, monitoring daily if necessary and can address any issues that arise very quickly. Penco has extensive experience with turnkey treatment solutions where we provide chemical, storage equipment, dosing controls, pumps and remote monitoring that fit the requirements for this RFP. Our site technicians will create a customizable



schedule to fit your needs; are available for 24-hour service and maintenance as needed; are experienced in building, servicing, and maintaining our full dosing systems and can provide gas-phase and dissolved sampling. We can produce and provide a monthly report customized to as much detail as requested to assist in confirming and affirming the goals of the LFUCG.

Ultimately, we believe Pencco is the best qualified for this RFP because of our strong background in odor and corrosion control, our investments in our field team, our commitment to service, and our fresh take on delivering the results needed by LFUCG. Often, when we are awarded a contract following many years of the same vendor, we find outdated equipment, high hydrogen sulfide spikes, and a need for attention at many of the sites. By choosing Pencco for this contract, the LFUCG has a chance to meet or exceed your current setup and service standards.

Pencco, Inc. is a Texas Corporation established in 1984. Pencco has manufactured and delivered odor control and water treatment products to municipalities for over forty years. Our product formulations and quality control are custom engineered to meet customer specifications. Our services include dosing systems, monitoring, and site maintenance. Originally based in South-Central U.S., Pencco expanded its operations to serve the U.S. market with the same level of product quality and customer care. Pencco has an in-house team of delivery personnel/fleet to meet the needs of this ITB.

Manufacturing Facilities:

- Central Los Angeles Area
- Bardwell, Texas
- Three Rivers, Texas
- Sealy, Texas
- Middlesex, North Carolina
- Gadsden, AL
- Glendale, AZ

Rail Distribution Terminals:

- Willow Springs, IL
- Sealy, TX
- Middlesex, NC
- Stockton, CA
- Gadsden, AL
- Vernon, CA
- Bardwell, TX

We manufacture and/or market:

- Ferric Sulfate
- Ferrous Sulfate
- Fluorosilicic Acid
- Ferric Chloride
- Ferrous Chloride
- Poly Ferric Sulfate
- SULFeND RT
- Calcium Nitrate
- Hydrogen Peroxide
- Mag Hydroxide

Pencco has sourced magnesium hydroxide from Garrison Minerals. Garrison has multiple manufacturing locations throughout the US. The main magnesium hydroxide manufacturing location for this ITB is in Crandall GA. Pencco has a fleet of trucks, trailers, drivers and railcars to support product movement for this ITB. Pencco will provide the logistics and delivery of magnesium hydroxide to LFUCG. Further, Pencco will supply the equipment and service required in this ITB.

b. References

Between our in-house experience and the product experience available to Pencco from Garrison we are confident that we can supply the LFUCG with a magnesium hydroxide program equivalent to the quality of our other in house programs. Below are references provided to us by Garrison Minerals showing their experience in providing magnesium hydroxide product:

- Austin Water – 625 E. 10th Street, Austin, TX 78701. Supply Austin Water’s seven sites with AlkapHix Magnesium Hydroxide Slurry, mix tanks, and dosing equipment. Weekly slurry volumes are approximately 30,000 gallons. Length of Service: November 2024 – present.

Contact info: Robert Moss, Robert.moss@austintexas.gov, 512-731-7100

- City of Longview – 5211 West Loop 281, Longview, TX. Supply Magnesium Hydroxide Slurry. Annual volume is 70,000 gallons. Length of Service: May 2023 – present.

Contact info: Frank Howell, fhowell@longviewtexas.gov, 903-291-5221

- San Jacinto River Authority – 2436 Sawdust Road, The Woodlands, TX 77380. Supply Magnesium Hydroxide Slurry. Annual volume is 75,000 gallons. Length of Service: February 2022 – present.

Contact info: Cory Brown, cbrown@sjra.net, 281-367-9511

- Trinity River Authority of Texas – 1687 US Hwy 377, Roanoke, TX 76262. Provide two 6500 gallon mix tanks and dosing equipment for use at their pump stations for odor control. Included H₂S monitoring and time specific data to TRA staff for optimizing dosage during peak times. Length of Service: March 2022 – April 2024

Contact info: Karl Moellering, moelleringke@trinityra.org, 972-723-8340

- City of Tyler Water Utilities – 620 W. Cumberland Road, Tyler, TX 75703. Supply Magnesium Hydroxide Slurry for use at two wastewater sites. Length of Service: December 2020 – September 2024.

Contact info: Mike Norris, mnorris@tylertexas.com, 903-939-8278

Past and current projects of similar scope – (While not all of these are dosing the same Pencco products, they are dosing the various chemicals we manufacture and/or supply. The site components are basically the same, the differences being the materials of construction with respect to the chemical(s) being handled.)

- **North Texas Municipal Water District** – 11 MgOH sites ranging from 200 to 1700 GPD; >5,000 GPD TOTAL
- **San Antonio Water System** – 14 Ferrous Sulfate and H₂O₂ sites ranging from 300 to 3800 GPD; 14,000 GPD TOTAL
- **City of Dallas** – 8 Ferrous Chloride sites ranging from 150 to 3360 GPD; 8545 GPD TOTAL
- **Eastern Municipal Water District** – 17 sites ranging from 3 to 400 GPD; 1151 GPD TOTAL
- **Santa Margarita Water District** – 6 SULFeND RT sites ranging from 36 to 200 GPD; 520 GPD TOTAL
- **Western Regional** (Corona, CA) – SULFeND RT 150 GPD; 150 GPD TOTAL
- **Cape Fear (NC)** – 25 Calcium Nitrate sites from ranging 3 to 350 GPD; 738 GPD TOTAL
- **City of Stockton (CA)** – 4 SULFeND RT sites ranging from 40-420 GPD; 640 GPD TOTAL

Section 8

c. Product Specifications

Product specifications:	
Description	Response
Concentration of magnesium hydroxide (Mg(OH) ₂) slurry (%)	58-60
Minimum bulk density (lbs/gallon)	12.7
Active chemical (lbs/gallon)	7.6
Equivalent CaCO ₃ Alkalinity (lbs/gallon)	13.2
pH range	10-11

Section 8

d. Safety Data Sheets



Safety Data Sheet

Magnesium Hydroxide, Slurry

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

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SECTION 1: IDENTIFICATION

1.1 Product Identifier

Product Form: Mixture

Product Name: Magnesium Hydroxide, Liquid/Slurry, AlkapHix®

1.2 Intended Use of the Product

For use in industrial applications such as industrial process streams and industrial and municipal wastewater treatment/odor control.

1.3 Name, Address, and Telephone of the Responsible Party

Company: GARRISON MINERALS
11901 W 48th Avenue
Wheat Ridge, CO 80033
sales@garrisonminerals.com
720.389.7609

1.4 Emergency Telephone Number

Emergency Number: 720-389-7609

SECTION 2: HAZARDS IDENTIFICATION

2.1 Classification of the Substance or Mixture

Classification (GHS-US) Not Classified

2.2 Label Elements

GHS-US Labeling No Labeling applicable

2.3 Other Hazards

Exposure may aggravate those with pre-existing eye, skin, or respiratory conditions.

2.4 Unknown Acute Toxicity

No Data Available (GHS-US)

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

3.1 Mixture Not applicable

Name	Product Identifier	% (w/w)	Classification (GHS-US)
Water	(CAS No) 7732-18-5	40-50	Not Classified
Magnesium Hydroxide	(CAS No) 1309 -42-8	50-60	Not Classified

Full text of H-phrases: see section 16



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SECTION 4: FIRST-AID MEASURES

4.1 Description of First Aid Measures

- General** Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).
- Inhalation** When symptoms occur: go into open air and ventilate suspected area. Obtain medical attention if breathing difficulty persists.
- Skin Contact** Remove contaminated clothing. Drench affected area with water for at least 15 minutes. Obtain medical attention if irritation develops or persists.
- Eye Contact** Rinse cautiously with water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
Obtain medical attention if irritation develops or persists.
- Ingestion** Rinse mouth. Do NOT induce vomiting. Obtain medical attention.

4.2 Most Important Symptoms and Effect Both Acute and Delayed

- General** Not expected to present a significant hazard under anticipated conditions of normal use. Dust may cause mechanical irritation to eyes, nose, throat, and lungs.
- Inhalation** Prolonged contact with large amounts of dust may cause mechanical irritation.
- Skin Contact** Skin contact with large amounts of dust may cause mechanical irritation.
- Eye Contact** Eye contact with dust may cause mechanical irritation.
- Ingestion** Ingestion is likely to be harmful or have adverse effects.

Chronic Symptoms: Not Available

4.3 Indication of Any Immediate Medical Attention and Special Treatment Needed

- General** If exposed or concerned, get medical advice and attention



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SECTION 5: FIRE-FIGHTING MEASURES

5.1 Extinguishing Media

Suitable Extinguishing Media: Use extinguishing media appropriate for surrounding fire.
Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire

5.2 Special Hazards Arising from the Substance or Mixture

Fire Hazard: Not considered flammable
Explosion Hazard: Product is not explosive.
Reactivity: Hazardous reactions will not occur under normal conditions.

5.3 Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire
Firefighting Instructions: Use water spray or fog for cooling exposed containers
Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.
Hazardous Combustion Products: None known
Reference to Other Sections: Refer to section 9 for flammability properties

SECTION 6: ACCIDENTAL RELEASE MEASURES

6.1 Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Avoid breathing (dust, mist, fumes). Avoid prolonged contact with eyes, skin and clothing.

6.1.1 For Non-Emergency Personnel

Protective equipment: Use appropriate personal protection equipment (PPE).
Emergency Procedures: Evacuate unnecessary personnel.

6.1.2 For Emergency Personnel

Protective equipment: Equip cleanup crew with proper protection.
Emergency Procedures: Ventilate area.

6.2 Environmental Precautions

Prevent entry to sewers and public waters

6.3 Methods and Material for Containment and Cleaning Up

For Containment: Avoid generation of dust during clean-up of spills
Methods for Cleaning Up: Clear up spills immediately and dispose of waste safely. Recover the product by vacuuming, shoveling or sweeping. Avoid generation of dust during clean-up of spills.



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SECTION 6: ACCIDENTAL RELEASE MEASURES

6.4 Reference to Other Sections: See heading 8, Exposure Controls and Personal Protection.

SECTION 7: HANDLING AND STORAGE

7.1 Precautions for Safe Handling:

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures. Wash hands and other exposed areas with mild soap and water before eating, drinking, or smoking and again when leaving work.

7.2 Conditions for Safe Storage, Including any Incompatibilities

Technical Measures: Comply with applicable regulations
 Storage Conditions: Store in a dry, cool and well-ventilated place, keep container closed when not in use. Keep/Store away from extremely high or low temperatures, incompatible materials.
 Incompatible Materials: Strong acids, strong bases, strong oxidizers, halogenated compounds, reactive metal powders.

7.3 Specific End Use(s)

For use in industrial applications such as industrial process streams and industrial and municipal wastewater treatment/odor control.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1 Control Parameters

For substances listed in section 3 that are not listed here, there are no established exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Particulates not otherwise classified (PNOC) (RR-00072-6)		
USA ACGIH	ACGIH TWA (mg/m ³)	3 mg/m ³ respirable fraction 10 mg/m ³ total dust
USA OSHA	OSHA PEL (TWA) (mg/m ³)	5 mg/m ³ respirable fraction 15 mg/m ³ total dust
Alberta	OEL TWA (mg/m ³)	10 mg/m ³ (total)
British Columbia	OEL TWA (mg/m ³)	10 mg/m ³ (total dust)
Manitoba	OEL TWA (mg/m ³)	10 mg/m ³ (inhalable particles, recommended)



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Particulates not otherwise classified (PNOC) (RR-00072-6)		
New Brunswick	OEL TWA (mg/m ³)	3 mg/m ³ (particulate matter containing no Asbestos and <1% Crystalline silica, respirable fraction)
Newfoundland & Labrador	OEL TWA (mg/m ³)	10 mg/m ³ (inhalable particles, recommended)
Nova Scotia	OEL TWA (mg/m ³)	10 mg/m ³ (inhalable particles, recommended)
Nunavut	OEL TWA (mg/m ³)	5 mg/m ³ (respirable mass)
Northwest Territories	OEL TWA (mg/m ³)	5 mg/m ³ (respirable mass)
Ontario	OEL TWA (mg/m ³)	10 mg/m ³ (inhalable)
Prince Edward Island	OEL TWA (mg/m ³)	10 mg/m ³ (inhalable particles, recommended)
Québec	VEMP (mg/m ³)	10 mg/m ³ (including dust, inert or nuisance particulates; containing no Asbestos and <1% Crystalline silica-total dust)
Saskatchewan	OEL STEL (mg/m ³)	20 mg/m ³ (insoluble or poorly insoluble-inhalable fraction)
Saskatchewan	OEL TWA (mg/m ³)	10 mg/m ³ (insoluble or poorly soluble-inhalable fraction)

8.2 Exposure Controls

Appropriate Engineering Controls: Avoid creating or spreading dust. Ensure adequate ventilation, especially in confined areas. Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure all national/local regulation are observed.

Personal Protective Equipment: Gloves, protective goggles, protective clothing. Insufficient ventilation: wear respiratory protection.



Materials for Protective Clothing: Chemically resistant materials and fabrics.
Hand Protection: Wear chemically resistant protective gloves.
Eye Protection: Safety glasses with side shields, or goggles, are recommended.
Skin and Body Protection: Not available
Respiratory Protection: Use a NIOSH- approved respirator or self-contained breathing apparatus whenever exposure may exceed established Occupational Exposure Limits.
Other Information: When using, do not eat, drink or smoke



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SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on Basic Physical and Chemical Properties

Physical State	Liquid
Appearance	White slurry
Odor	No odor
Odor Threshold	Not available
pH	~10 (saturated sol)
Evaporation Rate	Not available
Melting Point	Not available
Freezing Point	<32°F (0.00°C)
Boiling Point	Not available
Flash Point	Not available
Auto-ignition Temperature	Not available
Decomposition Temperature	350°C (662°F)
Flammability (solid/gas)	Not available
Lower Flammable Limit	Not available
Upper Flammable Limit	Not available
Vapor Pressure	Not available
Relative Vapor Density at 20°C	Not available
Relative Density	Not available
Specific Gravity	1.42 g/cm ³
Solubility	Water: Slightly
Partition Coefficient: N-octanol/water	Not available
Viscosity	Not available

Explosion Data:

Sensitivity to Mechanical Impact: Not expected to present an explosion hazard due to mechanical impact

Sensitivity to Static Discharge: Not expected to present an explosion hazard due to static discharge

SECTION 10: STABILITY AND REACTIVITY

10.1 Reactivity:	Hazardous reactions will not occur under normal conditions
10.2 Chemical Stability:	Stable under recommended handling and storage conditions (see section 7)
10.3 Incompatible Materials	Strong acids, strong bases, strong oxidizers, halogenated compounds, reactive metal powders.
10.4 Hazardous Decomposition Products:	Carbon Oxides (CO, CO ₂)



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SECTION 11: TOXICOLOGICAL INFORMATION

11.1 Information on Toxicological Effects --- Product

Acute Toxicity:	Not classified
LD50 and LC50 Data:	Not available
Skin Corrosion/Irritation:	Not classified
pH:	~10 (saturated sol)
Serious Eye Damage/Irritation:	Not classified
Respiratory or Skin Sensitization:	Not classified
Germ Cell Mutagenicity:	Not classified
Teratogenicity:	Not available
Carcinogenicity:	Not classified
Specific Target Organ Toxicity (Repeated Exposure):	Not classified
Reproductive Toxicity:	Not classified
Specific Target Organ Toxicity (Single Exposure):	Not classified
Aspiration Hazard:	Not classified
Symptoms/Injuries After Inhalation:	Prolonged contact with large amounts of dust may cause mechanical irritation.
Symptoms/Injuries After Skin Contact:	Skin contact with large amounts of dust may cause mechanical irritation.
Symptoms/Injuries After Eye Contact:	Eye contact with dust may cause mechanical irritation.
Symptoms/Injuries After Ingestion:	Ingestion is likely to be harmful or have adverse effects.

11.2 Information on Toxicological Effects --- Ingredient(s)

LD50 and LC50 Data:

Water (7732-18-5)	
LD50 Oral Rat	> 90000 mg/kg

SECTION 12: ECOLOGICAL INFORMATION

12.1 Toxicity

Toxicity for Magnesium Hydroxide (CAS#1309-42-8) per EPA 2002a and 2002b

Acute Toxicity		
Test Species	Test Duration	LC ₅₀ (mg/L)
Ceriodaphnia dubia	48 hr.	333.8
Pimephales promelas	96 hr.	>493



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SECTION 12: ECOLOGICAL INFORMATION

Chronic Toxicity, Survival			
Test Species	Test Duration	NOEC (mg/L)	EC ₂₅ (mg/L)
Ceriodaphnia dubia	7 days	493	358.7
Pimephales promelas	7 days	493	>493

Chronic Toxicity, Reproduction/Growth			
Test Species	Test Duration	NOEC (mg/L)	IC ₂₅ (mg/L)
Ceriodaphnia dubia	7 days	70	81.3
Pimephales promelas	7 days	70	383.4

12.2 Persistence and Degradability

Magnesium Hydroxide, Powder: Not established

12.3 Bio accumulative Potential

Magnesium Hydroxide, Powder: Not established

12.4 Mobility in Soil

Not available

12.5 Other Adverse Effects

Other Information: Avoid release to the environment

SECTION 13: DISPOSAL CONSIDERATIONS

13.1 Waste Treatment Methods

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.

SECTION 14: TRANSPORTATION INFORMATION

14.1 In Accordance with DOT

Not regulated for transport

14.2 In Accordance with IMDG

Not regulated for transport

14.3 In Accordance with IATA

Not regulated for transport

14.4 In Accordance with TDG

Not regulated for transport



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SECTION 15: REGULATORY INFORMATION

15.1 US Federal Regulations No additional information available

Water (7732-18-5)
Listed on the United States TSCA (Toxic Substances Control Act) inventory

15.2 US State Regulations No additional information available

15.3 Canadian Regulations

Magnesium Hydroxide, Liquid/Slurry	
WHMIS Classification	Uncontrolled product according to WHMIS classification criteria
Water (7732-18-5)	
Listed on the Canadian DSL (Domestic Substances List)	
WHMIS Classification	Uncontrolled product according to WHMIS classification criteria
Magnesium Hydroxide (1309-42-8)	
WHMIS Classification	Uncontrolled product according to WHMIS classification criteria

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the SDS contains all the information required by CPR

SECTION 16: OTHER INFORMATION

Revision Date	October 2022 (Section 12.1)
Other Information:	This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200.

Party Responsible for the Preparation of this Document:

GARRISON MINERALS
 11901 W 48th Avenue
 Wheat Ridge, CO 80033
 sales@garrisonminerals.com
 720.389.7609

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.

North America GHS US 2012 & WHMIS

 END OF DOCUMENT
 9 PAGES



Technical Data Sheet

December 2022 | Version 4.0

AlkapHix® Slurry Magnesium Hydroxide

- Highly reactive magnesium hydroxide produced to a 55-59% solids slurry
- Uniform particle distribution to provide immediate pH adjustment and additional alkalinity.



Certified to
NSF/ANSI/CAN 60

C H E M I C A L & P H Y S I C A L P R O P E R T I E S

Mg(OH) ₂	CaO	SiO ₂	Fe ₂ O ₃	MgO	Lbs. / Gal	pH
94-98%	< 3.0%	< 0.5%	< 0.75%	68+ %	~12.50	~10.5

P A C K A G I N G & S T O R A G E

- Bulk tanker trailers & totes
- Store in agitated vessel
- Shelf life under suitable storage conditions within 12 months from date of manufacture

Customer and application tailored specifications are available

DISCLAIMER

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



GARRISON MINERALS

11901 W 48th Avenue Ste 300
Wheat Ridge, CO. 80033
sales@garrisonminerals.com
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720.389.7609

Section 8

e. Spill Prevention Plan

Spill Response

Procedure

Always notify your supervisor of any spills. If you cannot reach your supervisor then contact the Penco Operations Manager. If you cannot contact either of the above call the Penco emergency number at 979-627-5553

Your primary duty in the event of a spill or release is to protect the public and the environment. In the event of a spill which has the potential to contaminate the environment or create a public health hazard your first response should be to identify the substance, don proper personal protective equipment, and then stop the source of the leak or spill if you can do so in a safe manner. If you cannot stop the leak or the source of the spill safely by yourself or if there are not enough people at the location to do so, call your supervisor for advice and further assistance. If a spill or release constitutes an immediate threat to the public health or welfare, contact local authorities immediately.

Determine the extent of the spill and contain it so that it does not spread. Possible means of containment may include constructing dirt berms or sandbagging around the spill.

In the event of a spill at some of the off-site locations you need to check the existing containment drainpipes to make sure they are functioning if the spill occurs in a containment structure. Attempt to clear clogged or very slow drains if you can safely do so.

Never allow any chemical substance to enter a municipal storm water drain if at all possible. Only when permitted by SDS and approval from client municipalities will certain products be allowed disposal into a sanitary sewage system.

In some instances, such as spills on hard surfaces like concrete or asphalt, it may be desired to apply water in order to wash the substance away but never do so unless you can be certain to have the means available to pump it into a container or you are able to direct the flow into an approved drain as approved by the municipality.

Certain products that have spilled onto the ground should not be watered down as this only serves to carry the material further into the ground. Refer to the SDS for further information.

Any spilled substances must be removed from structures and contaminated grounds. Earthen materials (dirt, sand, etc.) that become contaminated must be dug up and disposed of in accordance with applicable regulations. Contaminated clothing, rags, and other debris must also be disposed of properly. If there is a pooling liquid you will need to pick up the spilled material by pumping it into a tanker or salvage container. Liquids that can't be picked up with a pump should be mopped up or have a compatible absorbent material applied which prevents further seepage of the material into the ground. Solid materials must be picked up and placed into an appropriate container for reclamation or disposal.

Always keep non-essential personnel and the public away from the area of the spill in order to prevent them from being contaminated or otherwise harmed. Put up barrier tape, traffic cones, or other means to identify the contaminated area and keep people and traffic away. If necessary, contact the local authorities for assistance.

Not all spills are the same. The array of both hazardous and non-hazardous substances we have at the plant and off-site locations requires that you thoroughly familiarize yourself with the Safety Data Sheets (SDS) that are kept in the plant break room and other locations so that you will know what other specific actions are required in the event of spills. The SDS also informs you of what sort of personal protective equipment (PPE) you may need or conditions to avoid in order to safely work with any hazardous substance you may encounter at the plant or off-site locations.

Hydrogen Peroxide

Spills of hydrogen peroxide should be contained and isolated from waterways, sewer drains, and any flammable or combustible materials. Small spills should be diluted with large amounts of water and disposed of in accordance with applicable local, state or federal regulations. Do not use absorbents or absorbents to soak up hydrogen peroxide spills. Absorbents may contain organics that can react with hydrogen peroxide. Rinse hydrogen peroxide contaminated cloth or paper towels with water until they are free of residual hydrogen peroxide. Failure to do so may result in a fire once they dry. Personnel attempting to clean up hydrogen peroxide spills should wear proper personal protective equipment.

Fires involving hydrogen peroxide should be extinguished using water. Containers of hydrogen peroxide involved in a fire should be cooled with water sprays. If the container begins to discolor or vent violently, emergency responders should evacuate the area.

Reportable Quantities

We are required to report spills in which minimum reportable quantities are released. If a spill meets or exceeds the minimum reportable quantities, the spill must be reported to the appropriate government officials. Refer to each individual product SDS for the reportable quantity amount. Please refer to the Spill Notification Form for more information as to who to contact depending upon where the spill occurs.

It is unlikely you will ever encounter a spill of other substances on hand at Pencco that exceeds the reportable quantity because we don't keep very much of it on site. Still, any substance that is spilled must be cleaned up regardless of whether the amount is a reportable quantity or not. Any contaminated soil or other matter such as debris must also be picked up and placed in the waste drums at the plant which are labeled for their intended purpose.

Reporting

The responsibility to report spills and releases to the proper authorities currently lies with Safety Director of Pencco. Pencco's Safety Director must be notified within 8 hours of all spills which meet or exceed the minimum reportable quantities. In the case of spills at off-site locations such as the cities we serve it will also be necessary to immediately report the nature and quantity of the spill to the appropriate municipal authorities such as for example, the city HAZMAT coordinator, fire departments, storm water division head, wastewater division head, etc.

The link below will bring you to the state contact information: EPCRA Section 304- Emergency Release Notification.

[State Contact Information: EPCRA Section 304 - Emergency Release Notification | US EPA](#)

Navigate to the desired state the spill occurred in, information about the emergency response notification division, initial telephone notification, and follow-up written report information are all available.

In all cases of spills whether they are reportable or not, Pencco personnel on site shall fill out a Form SW4- Significant Spill Report which can be found in the SWP3 Inspection Forms notebook. A copy of the completely filled out form must be sent to Pencco's Safety Director and the Operations Supervisor upon completion and the original form must be filed in the SWP3 Inspection Forms notebook to be made available for inspection by regulatory authorities.

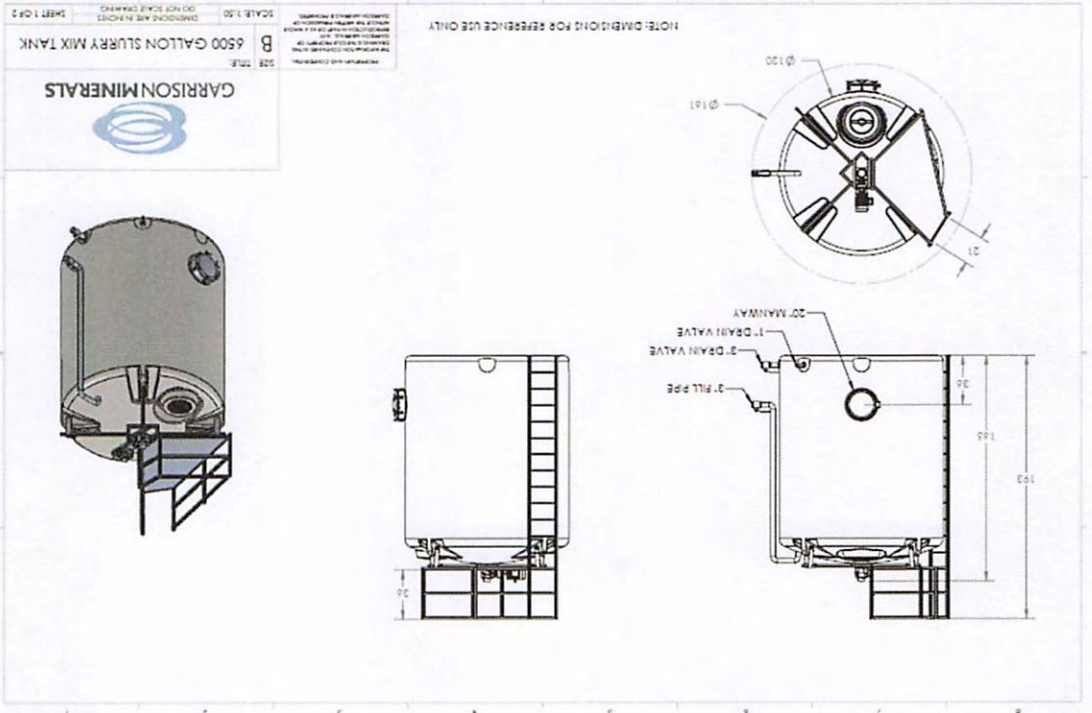
Contact information: Pencco Emergency HSE Phone: # 979-627-5553

Section 8

f. Storage Equipment:

Equipment Provided

- 6500 Bulk Storage Tank with mixer and containment
- Echo Beam Radar level transmitter and high fill switch
- NEMA 4 Enclosure including:
 - Pump Mounting Shelf
 - Dual Fan Cooling System
 - Double Pole Power Switch Box
 - Power Outlet for Pumps
 - Leak Detection System
 - Chemical Inlet and Outlet
 - Field Connection Enclosure
 - Control Panel Mount
 - Freestanding
- NEMA 4 Polycarbonate Control Panel including:
 - Touchscreen Monitor and Controls
 - Independent Cooling System
 - MultiTech Cat M1 Programmable Modem for Web monitoring and control
- PLC Control System with:
 - Spare discrete and analog inputs and outputs for custom communication to customer system
- Variable Speed Peristaltic Pump
- Acrulog for testing and optimization
- Delivery to Site
- Complete assembly and installation on prepared site
- Start-up, Calibration, and testing



Section 8

g. Chemical Dosing

1. Chemical Feed.

Our proposal to control odor and corrosion includes utilizing the latest technology listed below to control sulfides as well as utilizing the proper chemistry to work in conjunction to give LFUCG the best possible outcome.

Chemical optimization: Chemical optimization: Pencco believes that the right dose rate to maintain customer H₂S limits is the most efficient one. Our goal with our cloud technology is to eliminate overdosing and instead implement efficient dosing in conjunction with our H₂S level monitoring so that our customers do not pay for or use chemicals they do not need. Our Acrulogs, which are deployed into the collection system, feed the necessary information to our website to build an efficient dosing curve. Chemicals are continuously delivered based on the demand dosing curve developed. The dosing rates are adjusted to match changing levels of hydrogen sulfide concentrations. The dosing rates can account for seasonality and temperature changes. Local knowledge can be incorporated to adapt to real world changing conditions. Our technicians will work with LFUCG to program the feed to your desired levels.

Features:

- **Profile matching** – Provides the most frequent profile pattern matching on the market. Forty-eight half hour intervals per day
- **User-friendly HMI**- touch screen technology with user levels and password protection
- **Interface** – can interface with other dosing locations and link information like weather forecasts and local events to adjust treatment levels, minimizing chemicals dosed into the system.
- **Customizable dosing curves** – work with out unique dosing system to remove Odors by 99%
- **NEMA 4X enclosure**
- **Adaptive dosing** - for seasonality and temperature changes.
- **Automated system alarms** – segregated into critical and non-critical alarms.
- **Remote monitoring** - interfaces with Penccos' SULFeND Program website for remote monitoring and control.

HMI Screens

Current Operation – all users



Main Menu:



Equipment Standards: Pencco’s Advanced Water Treatment (AWT) team works with any new customer and the former vendor to schedule new equipment installations when new business is awarded. Our technicians maintain inventory of dosing controllers in-house and lean on our relationships with equipment manufacturers nationwide to ensure the latest and safest equipment is installed for our customers with minimal time that the dosing is offline. This is done in coordination with the former supplier as much as possible to ensure a seamless transition for the customer, while also providing our customers with the benefit of dosing stations up to the Pencco standard. We take pride in maintaining our equipment and the dosing sites of the customers, ensuring that replacements occur when needed and the customer can be proud of the dosing sites in their city. Our Technicians maintain a stock of replacement parts and are required to regularly complete safety trainings.

2. Periodic H₂S Monitoring

Penco performs periodic routine H₂S monitoring of liquid and vapor phase concentrations. Liquid phase monitoring is performed using the LaMotte sulfide test kit and GASTEC detector tubes. Vapor phase concentrations are measured with a calibrated Acrulog and verified with GASTEC detector tubes. These measurements are used to ensure the dosing curves match the H₂S loading profiles of the system and that treatment goals are being met. These measurements are included in the monthly reports.

3. Continuous Remote Monitoring

PENCCO SULFEND PROGRAM – WEBSITE

Penco uses and provides a complete website that allows remote control of the dosing systems, tank inventory management and sulfide performance data. Following are screenshots showing the different functions. LFUCG will be assigned a login for full access.

Customers / Cape Fear / Data

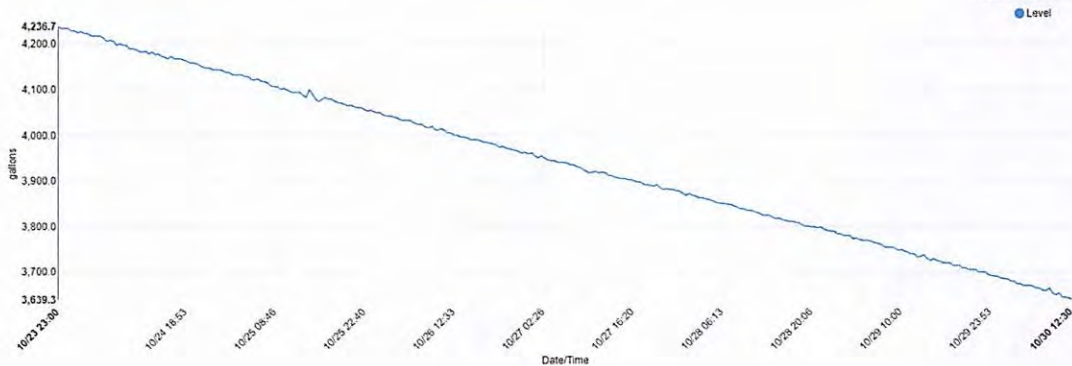
Site	Chemical	Tank Level (g)	Tank Size (g)	Available Capacity (g)	Tank Fill (%)	Dose (gpd)	Days to Empty	Alert	Last Update	Views
▶ Ashley Circle	Calcium Nitrate	4390	5000	611	88%	1.0	4487	OK	Oct. 30, 2025, 1:30 p.m.	Table Performance
▶ Barnard's Creek	Calcium Nitrate	3639	5000	1361	73%	86.4	42	OK	Oct. 30, 2025, 1:30 p.m.	Table Performance Settings
▶ Bradley Creek	Calcium Nitrate	2836	5000	2165	57%	283.8	9	OK	Oct. 30, 2025, 2 p.m.	Table Performance Settings
▶ Bridge Water Bluffs	Calcium Nitrate	4295	5000	706	86%	17.9	240	OK	Oct. 30, 2025, 2 p.m.	Table Performance Settings
▶ Buckeye	Calcium Nitrate	4189	5000	812	84%	0.3	12512	OK	Oct. 30, 2025, 2:56 a.m.	Table Performance
▶ Country Club APTS	Calcium Nitrate	2399	5000	2602	48%	13.9	172	OK	Oct. 30, 2025, 2 p.m.	Table Performance
▶ Cowan ST	Calcium Nitrate	2395	5000	2605	48%	29.9	80	OK	Oct. 30, 2025, 1:30 p.m.	Table Performance
▶ Eastwood RD	Calcium Nitrate	3156	5000	1844	63%	18.7	168	OK	Oct. 30, 2025, 1:30 p.m.	Table Performance
▶ Greenfield Lake	Calcium Nitrate	2431	5000	2570	49%	34.2	71	Warning	Oct. 16, 2025, 1:30 p.m.	Table Performance
▶ Hewletts Creek	Calcium Nitrate	3411	5000	1590	68%	8.1	419	OK	Oct. 30, 2025, 1:30 p.m.	Table Performance
▶ Hidden Lakes	Calcium Nitrate	1878	6000	4122	31%	50.8	36	OK	Oct. 30, 2025, 1:30 p.m.	Table Performance Settings
▶ Kirkland	Calcium Nitrate	1977	4100	2124	48%	0.8	2592	OK	Oct. 30, 2025, 1:04 a.m.	Table Performance
▶ Lambs Bluff	Calcium Nitrate	2521	5000	2479	50%	63.9	39	OK	Oct. 30, 2025, 2 p.m.	Table Performance
▶ Motts Creek	Calcium Nitrate	3000	2500	-500	120%	52.8	56	OK	Oct. 29, 2025, 11:53 p.m.	Table Performance

Tank Name	Tank Level (g)	Tank Size (g)	Available Capacity (g)	Tank Fill (%)	Dose (gpd)	Days to Empty	Alert	Last Update	Views
Barnard's Creek	3639	5000	1361	%	86.4	42.0	OK	Oct. 30, 2025, 1:30 p.m.	Table Performance Settings

Tank Level H₂S (PPM) Daily H₂S (PPM)

[Download](#)

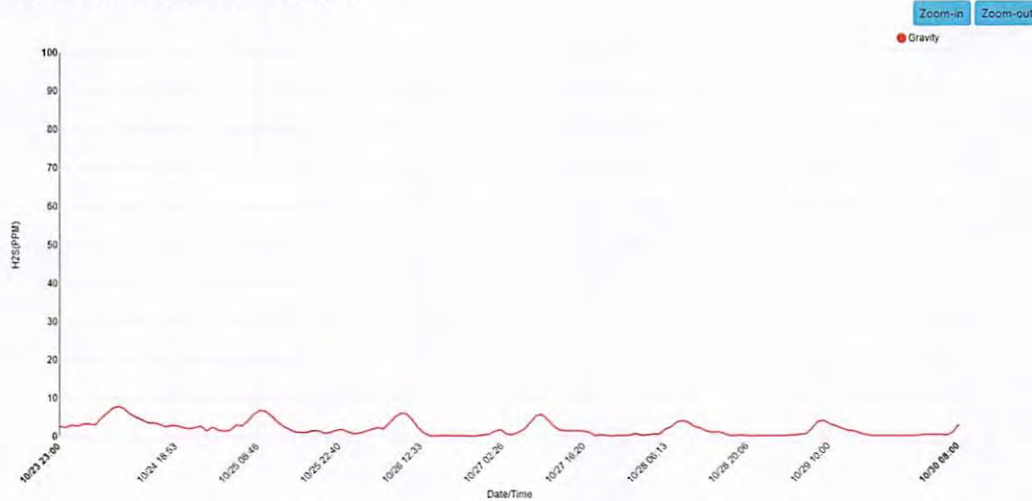
October 24, 2025 - October 30, 2025



October 24, 2025 - October 30, 2025

Hydrogen Sulfide Level (ppm)

(Gravity - H2S-240508494) Min:0.0 Max:7.8 Avg:1.8



4. Remote Programable Variable Feed System

Our technology includes:

- Dosing systems built in-house that, paired with our Acrulogs and web technology works to adapt the dosage to the most efficient level to meet desired sulfides levels.
- Website design that will accommodate different curve set points and alert types including:
 - 24/7 dosing control with half hour adjustments
 - 7-day dosing curve pattern (at half hour intervals)
 - Temperature adjustment thresholds
 - Adjustments for given H₂S level thresholds
 - Out of range temperature alarms/alerts
 - Tank level/drop rate alarms/alerts
 - Inventory level alerts and alarms at high, low, and critically low, as desired
- Flow Pacing: Allows a user to receive a 4-20 ma signal from the pump station flow meter or SCADA.
- Fixed Sewage Flow: Manually set the flow for a fixed rate pump to simulate flow pacing without a flow meter.
- Website graph views for various data points that can be adjusted to view as much detail as desired.
- User-friendly interface that can be adjusted in the field or remotely by either Pencco personnel or LFUCG employees.
- Fully configures tank properties, displays dose rates and tank levels
- PLC touchscreen with passcode protection for each user allows for adjustments on-site. Each screen has a corresponding help screen. Screen can also display operator logs. system alarms. And daily feed rates.
- Remote and on-site adjustments with security against hacking
- Proprietary high-level alarm to prevent accidental tank overfills when loading
- Automatic programmable alerts to be sent after desired events to LFUCG or Pencco personnel
- Ability to download website data into Microsoft Excel as well as feed real-time into SCADA system.
- Power main disconnect switches.

Remote programming of variable feed systems is shown below:

The screenshot displays the Penco web interface for a specific site. At the top, the Penco logo is visible. Below it, a breadcrumb trail reads: Customers / Cape Fear / Hidden lakes / Data. The main content area is divided into several sections:

- System Overview Table:**

Tank Level (g)	Tank Size (g)	Available Capacity (g)	Tank Fill (%)	Dose (gpd)	Days to Empty	Alert	Last Update	Views
Hidden lakes	2345	6000	3655	%	50.8	46.0 OK	Oct. 20, 2025, 1 p.m.	Settings
- Request History Table:**

Get Requested	Date Requested	By	Date Last Updated	Set Requested	Date Set Requested	By	Date Set Completed	Last Operations
	April 21, 2025, 7:09 a.m.	Cesar	April 28, 2025, 10 a.m.		Oct. 2, 2025, 2:22 p.m.	Cesar	Oct. 2, 2025, 2:30 p.m.	Request to change settings at site by Cesar successful.
- Dose Configuration Section:**
 - Buttons: Request Change, Cancel Change, Request Settings, Cancel Request, Download, Refresh, Cancel
 - File Upload: Choose File (No file chosen), Upload
 - Dose Curve Adjustments:

	Time 00:00-05:59	Time 06:00-11:59	Time 12:00-17:59	Time 18:00-23:59
General*	2.0			
Sunday*	1.0			
Monday*	1.0			
Tuesday*	1.0			
Wednesday*	1.0			

D. Maintenance of Equipment

Field Technician Response Time: The Field Service Technicians will ensure all equipment is operational and well-maintained and are local to provide immediate response if requested by LFUCG or any odor or safety concern is reported

Field Service and Maintenance Schedule

Penco’s Field Service Technicians make visits to each site monthly at minimum in addition to daily data monitoring and as-needed visits if any maintenance or troubleshooting is required. A sample monthly maintenance checklist is shown below:

Weekly Maintenance Checklist

[Customer Name]

PO Box 600 San Felipe, Texas 77473
[979] 885-0005 Fax: [979] 885-3208

Site:		Tank Capacity:		AcruLog Serial #:	
Date:		Level Alarm Box:		AcruLog Switched:	
Time:		Level Telemetry:		Pump Calibration Date:	
Technician:		Warning Float:		Tank Cleanout Date:	
Address:		Flow Meter:		Warning Float Tested:	
Customer Rep:		Fill Pump Transducer:		Filter Change Date:	
Product:		Pump Model:			
		System Mode:			

Weekly Maintenance	Y/N	Weekly Safety	Y/N
#1 Website communications online		#1 Tank labels	
#2 Website alarms cleared		#2 SDS	
#3 Containment inspection		#3 Eyewash: PSI/Flow available	
#4 Cabinet leaks		#4 Eyewash: Even water flow	
#5 Tank Leaks		#5 Missing parts (handle, bowl, etc)	
#6 Current Tank Level (gallons)		#6 Eyewash covers present	
#7 Pump inspection		#7 Eyewash station test (date)	
#9 Daily Feed Rate (gal/day)			
#10 Diaphragm pump calibration (if needed)			
#11 Chemical feed line inspection			
#12 Replace hose in peristaltic pump (if need)			
#13 Bag filter inspection			
#14 Filter Line PSI			
#15 Replace filter (if needed)			
#16 Truck connection inspection			
#17 Epoxy paint inspection			

Notes:

Service Quality Program

- The AWT field Technicians perform periodic maintenance on a predetermined schedule
- Automatic notifications provide alerts for any exception that need to be addressed by the team
- AWT technicians monitor each site weekly and review H₂S levels, dosing rates and performance to goals with the AWT Management team
- Dosing is optimized based on the site data review
- Operating reports are generated and submitted to the management team for review. Upon approval the reports are submitted to the client

Accessibility and Meeting Requests

Penco will have dedicated personnel accessible 24/7 by phone for any emergencies or field concerns. Either the Field Service Technician for your account or the Regional Sales Manager will be available and on-call to address any immediate concerns. If there are any larger concerns, Penco managers will schedule meetings as needed to address and satisfy the concerns of the customers. Penco can also, at the request of the customer, schedule monthly meetings either in person or on Microsoft Teams to preemptively address any matters that may come up over the course of the contract. Your Regional Sales Manager, Eric Hansen, will proactively check in at least monthly, and customer service surveys are sent out at least annually. If any issues are brought up, the relevant Penco managers will schedule a call to offer the services of their department(s) to solve any customer concerns.

A sample maintenance report is provided below:

Maintenance

Online Status and Reliability

Monitoring Site	% Time Online	Outages
Site #1	100%	None
Site #2	100%	None
Site #3	100%	None
Site #4	100%	None
Site #5	100%	None

Table 1: Site Reliability

Service Notes

See maintenance reports.

Recommendations

Continued effort between Pencco and Customer to maintain Dosing equipment and convene reliable data.

Odor Complaint Summary

None

Maintenance Report

Date	Time	Comments
8/5/2024	7:00 AM	Inventory Walkthrough-Site #1, Site #2, Site #3, Site #4, Site #5
		Site #4 PLC Maintenance
8/12/2024	6:00 AM	Site #1 Inventory resupply
		Site #3 pump maintenance
		Site #5 all lines flushed out
8/15/2024	5:00 AM	Site #4 Inventory resupply
8/16/2024	6:00 AM	Site #1 Pump maintenance
		Site #2 PLC maintenance
		Site #5 Site walkthrough.
8/21/2024	6:00 AM	Site #2 Site cleanout, All lines flushed
		Site #4 containment drained
		Site #5 PLC Maintenance
8/26/2024	6:00 AM	Site #1 Inventory resupply
		Site #2 Tank flange repair

Table 2: Maintenance Summary

Sampling and Monitoring

Describe process for sampling and monitoring of active feed sites.

E. Reports

Management of Project Status: This is a team effort run through the customer liaison, which is the Sales Manager. The Field Service Technician will be responsible for the day-to-day operation and maintenance of each site. The reporting will be done automatically on a monthly basis. The performance data is automatically updated daily and sent via cloud server to an automatic template. The local field technician will fill in any maintenance or safety records in that report. A final check is done by the Regional Manager and the Sales Manager before a final report is released to the customer at the end of every month. Any additional necessary updates will be provided through established email, phone, and text communication channels.

Service reports will be provided weekly or monthly as desired by the customer and a quarterly summary report. These documents will detail the comprehensive odor control program performance from chemical effectiveness to maintenance diligence. Data not within performance targets will be visibly marked and explained. Reports will not

only be sent via email, but all historical reports also be available for downloading and viewing on the SULFeND® website. A sample report is included later in the bid.

Reports and Technical Support Services:

Pencco has extensive odor control expertise within our staff ranks and is happy to provide consultation services if LFUCG is having a problem anywhere from the collection lines to the wastewater treatment plant. We are happy to troubleshoot and problem-solve if there is an unexpected problem occurring in the process. We offer this service to our customers free of charge

The report outline is as follows:

- Maintenance Covered above.
 - Online status & reliability
 - Service notes
 - Recommendations
 - Odor complaint summary
 - Maintenance report

- Results & Data
 - Chemical usage totals and performance goals
 - Atmospheric sulfide data and performance goals
 - Sulfide testing data and performance goals

Section 8

h. Personnel

PERSONNEL	YRS. EXP.	ROLE	Location
<p>Stephen Daly Sales & Application Development Manager</p>	30	<p>One of Penco's technical and commercial success managers focusing on the Advanced Water Treatment Team, which includes the AWT Odor Control Program. Assists in assuring customer satisfaction and continuous development of new optimization technologies. He will reach out to you periodically to make sure you are satisfied. He will also offer up new suggestions for improving optimizations, that can include new technologies and/or chemistries.</p> <p><u>Statement of Qualification</u> Stephen has a BS in Mechanical Engineering with an MBA. He has 30+ years of experience in Industrial and municipal water/wastewater treatment. He reviews all applications for upstream and downstream effects to assure a good fit for the customer.</p>	Tuscaloosa AL
<p>Eric Hansen Southeast Regional Sales Manager</p>	25	<p>Eric's role will be coordination and management of the client relationship. Eric has experience in managing large, multi-site contracts, inventory management, data analysis, and report production.</p> <p><u>Statement of Qualification</u> Eric has a BS in Chemical Engineering. He has 25+ years' experience in odor & corrosion control managing client relationships and customer success in the water and wastewater industry. He is an inventor on several patents in the odor & corrosion control field and active member of the WEF Air Quality & Odor Control Community.</p>	Bradenton FL
<p>Chris Flores AWT Director</p>	13	<p>Chris Flores is the Advanced Water Treatment National Service Director. He is responsible for all personnel and equipment related to Penco's Service Offerings. Chris will ensure all the proper equipment is set up with a proper maintenance schedule. He will also make sure the job is staffed properly. He directs the site programming.</p> <p><u>Statement of Qualification</u> Chris has had 13+ years' experience working in wastewater odor control field service applications throughout NA. He thrives on keeping all Penco customers satisfied. He is very detail oriented.</p>	Sealy TX
<p>Cesar Flores AWT Field Service Manager</p>	2	<p>Cesar is the one of our newest additions to AWT to support our growth initiatives in North Carolina. He comes with a background in logistics. He currently manages 22 operational odor control sites. Before that he was a Warehouse Manager handling logistics. Before that, he was in the USMC.</p> <p><u>Statement of Qualification</u> Has been employed with Penco's SULFeND Team since 2023. He has been servicing a major customer in North Carolina.</p>	Wilmington NC
<p>David Amick AWT Field Service Technician</p>	3	<p>David is our local AWT field service technician in Tennessee. He has a background in odor control where he performs field wastewater sampling and sulfide control optimization.</p> <p><u>Statement of Qualification</u> David 3 years of experience working with Penco SULFeND Odor Control Full Service Applications. Additionally, David served four years as a Combat Engineer with the Marine Corps.</p>	Chattanooga TN
<p>Sidney Devillier HSSE</p>	3	<p>Sidney is Penco's HSSE manager and oversees Penco's robust safety program. This includes protocols for Penco's manufacturing facilities, policies for Penco's drivers and deliveries, and employee proactive involvement through our safe new deal program. Sidney has implement safety committees at each of our manufacturing sites, and leads the corporate safety committee meetings where all incidents, including near misses, are reviewed. Sidney takes safety at customer sites seriously as well, and will ensure safe delivery standards are established for our customers, as well as work to schedule the appropriate safety trainings as desired. Sidney has been with Penco 3 years.</p>	Sealy TX

Section 8

i. Mobilization Demobilization Fee

Schedule:

Mobilization Fee	\$6,000
Demobilization	\$10,000



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: March 12, 2026

INVITATION TO BID #26-2026 Magnesium Hydroxide Odor Control Chemicals

Bid Opening Date: March 26, 2026

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: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **3/26/2026**. 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: Fayette and or Jeassamine Counties

<input checked="" type="checkbox"/> Bid Specifications Met _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<p align="center">Check One:</p>	<p align="center">Proposed Delivery:</p> <p align="center">30-60 days after acceptance of bid.</p>
<p>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? _____ Yes <input checked="" type="checkbox"/> No</p>		

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

Submitted by: Pencco, Inc.

Firm Name

 P.O. Box 600

Address

 San Felipe, TX 77473

City, State & Zip

Bid must be signed:

 Sarah Duffy
Signature of Authorized Company Representative – Title

 Sarah Duffy, Bid Director

Representative's Name (Typed or printed)

 979 987 7979 979 885 3208

Area Code - Phone – Extension

Fax #

 sarah@pencco.com

E-Mail Address

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

AFFIDAVIT

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

1. His/her name is Sarah Duffy and he/she is the individual submitting the bid or is the authorized representative of Pencco, Inc. the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of 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. *Sarah Duffy*

STATE OF TEXAS

COUNTY OF Austin

The foregoing instrument was subscribed, sworn to and acknowledged before me by Sarah Duffy on this the 24th day of March, 2026

My Commission expires: 2/10/2027



Jennifer Guajardo
NOTARY PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

Go to www.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 _____ 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.
- 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 contractor is required to comply to the Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560 to KRS 45.640)

- 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 one **(1)** year from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional **3-(1)** year renewal periods. 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

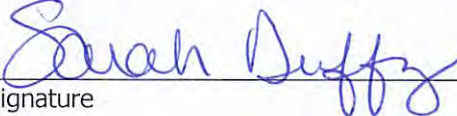
The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (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.
- 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.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. 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 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.


Signature

Pencco, Inc.
Name of Business

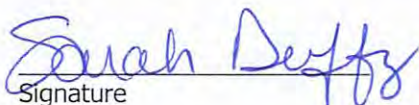
GENERAL PROVISIONS OF BID CONTRACT

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 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

3/24/26
Date



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 # 26-2023 Magnesium Hydroxide

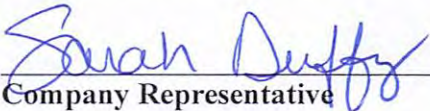
The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for 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. None				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE 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.

Pencco, Inc.
Company

3/24/26
Date


Company Representative

Sarah Duffy, Bid Director
Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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.

Company

Company Representative

Date

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: Pencco, Inc. Date: 3/24/26
Project Name: Magnesium Hydroxide Project Number: 26-2023
Contact Name: Sarah Duffy Telephone: 979 987 7979
Email: sarah@pencco.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.

None

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. **Pencco is a chemical manufacturer and distributor. As such, we have our own in house fleet of transportation equipment and purchase direct from mfr.**
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.

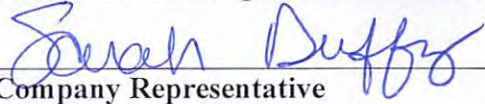
Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

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.

Penco, Inc.
Company
3/24/26
Date


Company Representative
Sarah Duffy, Bid Director
Title

Company Name	Business Product or Service	Phone	First Name	Last Name	response
Durable Lubricants Corp.	Transportation	708-417-5478	Carl	Harris	3/24/26 per Carl Harris - do not have tank trailers
L Watson Trucking	Trucking (Dump Truck), Haul Rock, Asphalt, Soil, etc.	502-387-9211	Larry	Watson	3/24/26 mailbox was full
Powered Moves LLC	Transportation	304-730-0738	Jaylen	Adaway	3/24/26 left voicemail
TTHawkins Transportation LLC	Transportation and Trucking: Carrier, Flatbed, Carrier of Construction Supplies	859-552-5986	Meka	Hawkins	3/24/26 left voicemail & emailed. Meka responded they do not have tank trailers - only flatbeds and dump trucks
Vehicle Maintenance Program, Inc.	Transportation, Vehicle Parts, Repair and Accessories, Equipment	561-362-6080	Lindi	Brooks	3/24/26 - spoke with Cory and then Ari - they do not ship directly

Company Name	Business Product or Service	Phone	First Name	Last Name	response	Email	Address	City	State	County	Zip Code	Classification
Durable Lubricants Corp.	Transportation	708-417-5478	Carl	Harris	3/24/76 per Carl Harris - do not have tank trailers	carlharris@att.net	14335 Dorchester Ave.	Dorton	IL	Cook	60419	Service Disabled Veteran Owned Small Business
L Watson Trucking	Trucking (Dump Trucks) Haul Rock, Asphalt, SoS, etc.	502-287-9111	Larry	Watson	3/24/76 maDrews full	larry@lwatsontrucking.com	211 North Beckley Station Road	Louisville	KY	Jefferson	40245	Minority Business Enterprise
Powered Moves LLC	Transportation	104-731-0718	Jaylen	Adaway	3/24/76 left voicemail	jaylenadaway7@gmail.com	1754 Summerhill Drive	Lexington	KY	Jefferson	40515	Veteran Owned Small Business
TT Hawkins Transportation LLC	Transportation and Trucking: Carrier, Flatbed, Corner of Construction Supplies	859-552-5586	Meka	Hawkins	3/24/76 left voicemail & emailed. Meka responded they do not have tank trailers - only flatbeds and dump trucks	mehawkins@att.net	1701 Brewer Drive	Lexington	KY	Fayette	40505	Minority Business Enterprise
Vehicle Maintenance Program, Inc.	Transportation, Vehicle Parts, Repair and Accessories, Equipment	561-352-6080	Lindi	Brooks	3/24/76 - spoke with Cory and then Ari - they do not ship directly	lindi@vehiclemaintenance.com	3595 N Dixie Hwy	Boca Raton	FL	Palm Beach	33431	Woman-Owned Business Enterprise

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

BID SPECIFICATIONS
for
MAGNESIUM HYDROXIDE SUPPLY AND SERVICES
for **CONTROLLING HYDROGEN SULFIDE IN SEWER FORCE MAINS**

1.0 GENERAL REQUIREMENTS and SCOPE of WORK

The Lexington-Fayette Urban County Government (LFUCG), through its Division of Water Quality (DWQ), is soliciting competitive bids from qualified vendors for Magnesium Hydroxide slurry supply and services for the purpose of hydrogen sulfide (H₂S) odor and corrosion control.

The primary goal of this Work is to eliminate odors and corrosion resulting from hydrogen sulfide (H₂S) in the Lexington-Fayette Urban County Government's (LFUCG's) sanitary sewer force main(s). Under this contract, the successful bidder(s) shall furnish and deliver a magnesium hydroxide product to control the production and release of gaseous H₂S in the designated sanitary sewer force main(s). The work consists of providing all necessary materials, chemicals, personnel, equipment, and services as specified for odor/corrosion control in LFUCG's Lower Cane Run (LCR) force main.

NOTE: If the supplied chemical is to be applied to additional force mains or other treatment locations, the equipment and mobilization/demobilization costs will be negotiated separately, but the same chemical volumetric cost would apply. All other conditions of these specifications apply.

Services shall be provided in a safe, secure, effective, and efficient manner and in accordance with all applicable laws, rules, and regulations.

The contract period shall begin the date the bid is accepted by the LFUCG Urban County Council and continue for 12 months with the option for (3) three additional (1) one-year renewals.

Note: LFUCG reserves the right to terminate contract with selected/awarded vendor(s) for failure to meet quality and/or performance requirements as specified within. If contract is terminated the LFUCG reserves the right to select another qualified responsive bidder/vendor and/or rebid in its entirety.

Bids will be considered for the specified magnesium hydroxide solution for odor/corrosion control. **Bids based on furnishing any other product will not be considered and will be rejected as non-responsive.**

Note: All questions MUST BE submitted in IonWave

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

2.0 GENERAL CONDITIONS

The successful bidder (hereafter referenced as vendor) shall furnish material under this specification for the period specified in Section 1.0. The vendor shall indemnify and save harmless the LFUCG from all claims and liabilities of any kind or nature, including cost and expenses arising from or occasioned by an infringement or alleged infringement of patent rights arising from or occasioned by use of material furnished in response to this specification.

3.0 PRODUCT SPECIFICATIONS

The magnesium hydroxide slurry shall meet the following specifications:

- 58 - 60% magnesium hydroxide (Mg (OH)₂) slurry
- minimum bulk density: 12.7 lbs/gallon
- active chemical: 7.6 lbs/gallon
- equivalent CaCO₃ Alkalinity: 13.2 lbs/gallon
- pH: 10 - 11

Products that do not meet these specifications will not be considered.

By submission of their Bid, the vendor guarantees that the product offered will meet the quality standards as specified in these specifications for the term of the contract. The LFUCG reserves the right to conduct periodic checks on the quality of material furnished under this contract or to have the product's quality checked by outside sources at LFUCG's expense to determine if the material furnished is in compliance with these specifications.

The product shall be a nonhazardous substance as defined by the EPA CERCLA list.

4.0 **DETAILED APPLICATION**

The LCR pump station (located at 1760 McGrathiana Parkway, Lexington KY 40511) is shown on the map in **Appendix A**. The force main is a 30-inch diameter ductile iron pipe which is 24,260 feet long that has 9 air relief valves. The detention time in this force main is estimated at over 15 hours. Without chemical treatment, this force main can generate H₂S levels over 1,000 ppm. The dosage from the LCR pump station (from a short trial period) ranged from approximately 200 to 320 gallons per day of magnesium hydroxide slurry. As a point of reference, calcium nitrate annual usages were: 44,190 gallons in 2025 (partial year); 32,700 gallons in 2024; and 17,600 gallons in 2023.

The LCR force main discharges into the North Elkhorn force main before flowing to LFUCG's Town Branch Wastewater Treatment Plant. The plant is an advanced secondary treatment facility designed for a flow of 30 MGD but the plant can hydraulically treat a maximum flow of 64 MGD. The plant's disinfection process will be converted to ultraviolet (UV) disinfection in 2026. The magnesium hydroxide solution shall not negatively impact system pH and alkalinity or cause harm to any of the wastewater treatment processes.

Odor control chemicals have historically/typically only been fed from the LCR pump station, but they may also be fed into the LCR force main from the Sandersville pump station location.

The LCR pump station has two large variable speed pumps for wet weather events and two smaller pumps that run on VFD's. A flow meter is currently not available. During normal operation, the LCR pump station VFD's are running always, and switch pumps every eight hours. The Sandersville pump station has two pumps which are turned on/off depending on flow.

The LFUCG will provide the following:

- a. A flat gravel area (roughly 13' x 18") at both pump stations for placement of chemical storage tanks.
- b. Electrical:
 - LCR PS: 480VAC – 3Ø and 115VAC – 20A – Single Phase (1 circuit minimum)
 - Sandersville PS: 115VAC – 20A - Single Phase
- c. Flushing water:

- LCR: Available
- Sandersville: Not Available

LFUCG will make no other capital improvements.

5.0 CHEMICAL HANDLING AND DELIVERY

Chemical handling and delivery shall be provided as described:

- a. All chemical handling shall be the vendor's responsibility to ensure the conditions of the work meet these specifications, but the chemical handling may be subcontracted to a delivery contractor. LFUCG personnel will not be responsible for chemical handling.
- b. The vendor shall be responsible for the proper labeling of storage tanks/vessels in compliance with local, state, and federal requirements. No chemical shall be delivered into any tank or vessel which is not properly labeled.
- c. LFUCG employees may or may not be present during deliveries, but assistance from LFUCG should not be assumed. The delivery person will be expected to notify LFUCG of deliveries but make the deliveries without LFUCG being present at the delivery site. The vendor shall provide their own lock boxes for the delivery person to use at feed sites. A key will be issued by LFUCG for each feed site lock box. Deliveries must be scheduled for Tuesday, Wednesday, or Thursday and no deliveries will be accepted after 2:30 p.m.
- d. The vendor shall be responsible for the safe, clean delivery of the material into the storage tanks and shall be responsible for any damage to the storage tanks and feed systems that is directly attributable to product quality or improper delivery practices. The vendor shall ensure prompt clean-up of any spills made during delivery in accordance with the Spill Prevention Plan. Vendor is responsible for providing all safety equipment/provisions (such as eye wash, safety shower, etc.) as required by applicable safety regulations for the product(s).
- e. The specified chemical shall be delivered on an as-needed basis. Chemical storage must be adequate to ensure sufficient chemical quantities while considering cost effective delivery/transportation cost(s). The vendor is responsible for monitoring tank level(s) and ensuring that there is adequate chemical for a continuous, uninterrupted feed. Vendors shall follow all municipal, state, and federal reporting regulations in the event of a spill containing a reportable chemical.
- f. 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 safety data sheet (SDS) that meets OSHA requirements for the product and a Certificate of Analysis.
- g. Delivery drivers shall have the following capabilities:
 - Complete all required site-specific safety training.
 - To operate the delivery vehicle safely and in accordance with all local and federal regulations
 - To perform chemical offload following vendor and/or LFUCG SOPs
 - To conduct post-delivery site inspections, maintenance, and data collection as required
- h. Delivery person shall have the following capabilities and responsibilities:
 - Delivery of Product
 - Record initial tank level and finished tank level

LFUCG Magnesium Hydroxide Supply and Services Bid

- Inspect the feed system (including the chemical line leaving the tank to the point of entering the force main or wet well).
 - Report any potential leaks or problems to both LFUCG and to the vendor.
 - Knowledge of appropriate procedures for spill response.
- i. Vendor is responsible for providing the appropriate size of truck to meet the site conditions without modifications to the sites.
 - j. Deliveries must be made with a delivery vehicle which is equipped with pump unloading capability to transfer from the truck to the tanks. All hoses and fittings required to unload the truck and fill the tank(s) shall be provided by the vendor. When pump and valve inlet ports measure less than 1", an inline dual basket strainer shall be provided to prevent plugging.
 - k. It is the vendor's responsibility to visit the proposed feed sites to ensure they have the proper equipment to feed from that location. Facility inspections will be by appointment only. Bidder may arrange visits to any of the pump station facilities by emailing Chris Dove at cdove@lexingtonky.gov, or by phone at (859) 608-9615 at least 2 days prior to the date requested.
 - l. Each load must be accompanied by a Bill of Lading, a certified weight ticket when applicable, and a Certificate of Analysis listing the specific gravity of the product. A copy of the Bill of Lading with the delivery weight/gallons shall be emailed to Amanda Bauer-Massie, abauermassie@lexingtonky.gov, within 24 hours of delivery.
 - m. Vendor shall supply packing slips for each delivery, including the following information:
 - Header including company name, address, phone, contact name and email.
 - Date of Service
 - Delivery Technician Name
 - Service location
 - LFUCG Authorized Personnel
 - LFUCG Purchase Order Number
 - Item description
 - Quantity delivered

6.0 **EQUIPMENT**

The vendor shall furnish all necessary equipment needed to store and feed chemicals in a safe manner for the application described in these specifications.

All equipment provided by the vendor will remain the property of the vendor and shall be removed from LFUCG property when notified that the equipment is no longer needed.

The vendor shall provide technical service to correct deficient treatment within 24 hours of notice.

Any maintenance of equipment, repairs, or parts needed to make repairs shall be the full responsibility of the vendor. In addition, the vendor shall be responsible for flushing the suction and discharge lines, and for inspecting the pump and tank on a monthly basis.

a. Dosing/Feed Equipment

Vendor shall supply a peristaltic style pump(s).

Vendor shall submit, with their bid for review and approval by LFUCG, how the chemical dosage will be adjusted and optimized. Necessary equipment for chemical optimization to be provided by vendor.

b. Chemical Piping and Storage Equipment

Vendor shall supply a chemical storage tank and discharge piping for each active feed site. The tank and piping shall be constructed of materials suitable for the specified magnesium hydroxide slurry. The tank materials and construction shall meet the requirements of OSHA and all state and federal regulations.

Vendor shall be responsible for providing equipment to keep the magnesium hydroxide in solution in the storage tank and in the wet well, and to prevent clogging or freezing in the discharge piping.

The tank shall be insulated and/or heated to prevent the slurry from freezing.

Some agitation shall be provided for the tank to keep solids in suspension while the slurry is in storage. This can be accomplished with a top-entering, pitch blade turbine or rake-type agitator.

The discharge piping shall be installed aboveground to allow easy access for servicing. All process pipes must be heated and/or insulated to prevent freezing.

Drain valves shall be ball valves.

Flow control valves shall be pinch-type control valves.

c. Monitoring Equipment

Vendor shall provide and use Odalog or Acrulog H₂S gas monitors, or approved equal, to test H₂S concentrations at the designated control point(s) on a continuous basis. Assume one (1) H₂S monitoring location for each treated force main.

The H₂S data shall be electronically (remotely) accessible to LFUCG on a continual, real-time basis. The cost of cell service (if needed) shall be the responsibility of the vendor.

Vendor shall provide a website which allows LFUCG and the vendor to view the tank levels and view H₂S data real time. The website shall also allow the vendor to remotely adjust chemical dosages.

7.0 OTHER SERVICES

- a. Vendor shall be responsible for supplying chemical, making approved feed rate adjustments, operation and maintenance of the equipment, testing and reporting of results. All feed rate adjustment(s) must be requested and approved via electronic communications, text or email, with the designated representative of the LFUCG Division of Water Quality.
- b. Vendor shall be responsible for optimizing chemical doses at all sites to achieve LFUCG target goals.
- c. Once per month, if requested by LFUCG staff, the approved vendor shall collect samples of wastewater at the designated control point. The vendor shall perform tests on these samples to determine concentrations of dissolved H₂S and pH.
- d. A monthly report will be sent by email to the LFUCG Division of Water Quality representative before the 10th day of the following month.
- e. Monthly reports shall include:
 - Results of monitoring and sampling
 - Feed rate of chemical and any adjustments to the feed rate during the month
 - Chemical usage over the past month

- Cumulative chemical usage to date
- f. Monthly meetings shall be held with LFUCG to review the report. Meetings may be held remotely, but vendor can be expected to attend the meeting in person at least quarterly.

8.0 BID EVALUATION

The bid will be evaluated and accepted based on the product's ability to adequately treat the odors and its ability to meet all other requirements of these Specifications.

The following items shall be submitted with the bid in this order:

- a. **Experience.** Documentation showing the vendor has a minimum of three (3) years' experience feeding the specified chemical to control odors / corrosion due to H₂S in sewers.
- b. **References.** Three (3) references for which this product has been successfully used for similar applications, including the name, email address and telephone number of the person in responsible position.
- c. **Product specifications:**

Description	Response
Concentration of magnesium hydroxide (Mg(OH) ₂) slurry (%)	58-60
Minimum bulk density (lbs/gallon)	12.7
Active chemical (lbs/gallon)	7.6
Equivalent CaCO ₃ Alkalinity (lbs/gallon)	13.2
pH range	10-11

- d. **Safety Data Sheets** for the product.
- e. **Spill Prevention Plan.**
- f. **Storage Equipment.** Narrative description of chemical storage equipment.
- g. **Chemical Dosing.** Narrative description of how the product will be fed including how the chemical dosage will be adjusted and optimized.
- h. **Personnel.** Name, position title, and home office location of the person(s) responsible for providing the services described. Also, the name, position title, and location of the backup person.
- i. **Mobilization / demobilization fee.** Submit lump sum fee for mobilization and demobilization of equipment. This mobilization / demobilization fee will not be considered part of the evaluated bid price.

**APPENDIX A
LOWER CANE RUN FORCE MAIN MAP**

LFUCG Magnesium Hydroxide Supply and Services Bid



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	6,535.7
SandersvillePS to LCR Force Main	32.5



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BOARD OF DIRECTORS MEETING

Prior notice was waived, and a meeting of the Directors was held on February 20, 2025. The following resolution was adopted in respects to the official signing of bids and contracts on behalf of Pencoco, Inc.


BE IT RESOLVED that Sarah Duffy, Bid Director, of the Corporation has authority to negotiate for and sign any bids/contracts which the Corporation might enter into for the furnishing of goods and services for the Corporation under such terms, conditions and stipulations, as for such consideration as she may deem to be in the best interest of the Corporation.

BE IT RESOLVED that Jennifer Guajardo, Bid Supervisor, of the Corporation has authority to negotiate for and sign any bids/contracts which the Corporation might enter into for the furnishing of goods and services for the Corporation under such terms, conditions and stipulations, as for such consideration as she may deem to be in the best interest of the Corporation.

No further business was necessary, and the meeting was concluded.



R. L. Horne, President



Aline Horne, Secretary
