

ADDENDUM No. 1

ITB No. 4539

Cationic Emulsion Polymer

Bids Due: May 8, 2018 at 2:00 P.M. (Local Time)

The following changes, additions, and/or deletions shall be made to the Invitation to Bid for Cationic Emulsion Polymer, ITB No. 4539, on which proposals will be received on/or before May 8, 2018, at 2:00 P.M. (local time).

The information contained herein shall take precedence over the original documents and all previous addenda (if any), and is appended thereto. **This Addendum includes one (1) page.**

The following forms provided within the ITB document must be included in submitted bids:

- **Vendor Conflict of Interest Disclosure Form**
- **City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance**

Bids that fail to provide these completed forms listed above upon bid opening will be rejected as non-responsive and will not be considered for award.

I. QUESTIONS AND ANSWERS

The following Questions have been received by the City. Responses are being provided in accordance with the terms of the RFP. Offerors are directed to take note in their review of the documents of the following questions and City responses as they affect work or details in other areas not specifically referenced here.

Question 1: Who is the incumbent?

Answer 1: Polydyne Inc.

Question 2: What is the incumbent product?

Answer 2: Clarifloc CE-1540

Question 3: What is the incumbent price?

Answer 3: \$0.795/pound

Question 4: Since renewals are allowed, are we allowed to adjust pricing?

Answer 4: No. However, any renewals must be agreed to by both parties.

Bidders are responsible for any conclusions that they may draw from the information contained in the Addendum.

CITY OF ANN ARBOR
INVITATION TO BID



Cationic Emulsion Polymer

ITB No. 4539

Due Date: May 8, 2018 at 2:00 PM (Local Time)

Wastewater Treatment Plant

Issued By:

City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48104

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City of Ann Arbor Standard Purchase Order Terms and Conditions

City of Ann Arbor Vendor Conflict of Interest Disclosure Form

City of Ann Arbor Non-Discrimination Ordinance Declaration Form and Notice

INSTRUCTIONS TO BIDDERS

General

The City of Ann Arbor's Procurement Office is soliciting bids for the purchase of Cationic Emulsion Polymer based on the specifications provided herein.

The City intends to issue a purchase order to the selected Bidder. The City Purchase Order terms and conditions have been included. The contract term is to start approximately July 1, 2018 and continue through June 30, 2019 (twelve-month period). The City reserves the right to renew the contract with the selected Bidder for up to three (3) one-year periods provided that by sixty (60) days prior to the end of the original contract term or renewal term (as applicable) written notice of the City's exercise of its extension rights is provided to the Vendor. Extension to be under the same terms and conditions.

Any Bid which does not conform fully to these instructions may be rejected.

Site Inspection

Prior to Monday, April 30, 2018, a bidder may inspect the City's site and equipment. Inspections are by appointment only during business hours (8:00 a.m. to 3:00 p.m.). Appointments can be scheduled by email to Keith Sanders, Assistant Manager, Wastewater Treatment Unit at KSanders@a2gov.org. No appointments will be scheduled after April 23, 2018.

Preparation of Bids

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid. No alternative bid will be considered unless alternative bids are specifically requested. If alternatives are requested, any deviation from the specification must be fully described, in detail on a clearly marked "Alternate" section of Bid form.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

Questions or Clarifications / Designated City Contacts

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before April 30, 2018 at 4:00 p.m. and should be addressed as follows:

Specification/Scope of Work questions emailed to Keith Sanders, Assistant Manager,
Wastewater Treatment Unit at KSanders@a2gov.org
Bid Process and Compliance questions emailed to Colin Spencer, CSpencer@a2gov.org

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of Colin Spencer at cspencer@a2gov.org after discovery as possible. Further, the contractor and/or service provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or City of Ann Arbor web site www.A2gov.org for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **May 8, 2018 at 2:00 p.m. (Local Time)**. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) Bid copy in a sealed envelope clearly marked: ITB No. 4539 – Cationic Emulsion Polymer.

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit,
c/o Customer Services, 1st Floor
301 East Huron Street
Ann Arbor, MI 48104

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

The following forms provided within this ITB Document must be included in submitted bids.

- **Vendor Conflict of Interest Disclosure Form**
- **City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance**

Bids that fail to provide these completed forms listed above upon bid opening will be rejected as non-responsive and will not be considered for award.

Hand delivered bids will be date/time stamped/signed by the Procurement Unit or City Customer Service at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time for submission of bids past the stated due date and time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines in its sole discretion that circumstances warrant it.

Award

The City intends to award a Contract/Purchase Order to the lowest responsible Bidder(s) providing the best value to the City. The City may, at its sole discretion, award line-by-line in the best interest of value to the City.

Responsible bidder means a bid submitted, which conforms in all aspects of the requirements set forth in the invitation to bid. All aspects could include references, past experience, past performance, and qualifications.

Official Documents

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on www.MITN.info and obtain an official Bid.

Taxes

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid figure(s). The City will furnish the successful bidder with tax exemption certificates when requested.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of one-hundred and twenty (120) days.

Non-Discrimination Requirements

All contractors proposing to do business with the City shall satisfy the non-discrimination administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

Conflict Of Interest Disclosure

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached.

Debarment

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

Disclosures

After bids are opened, all information in a submitter's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) known as the "Freedom of Information Act." The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The bidder must clearly state the reasons for the protest. If a bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Agent. The Purchasing Agent will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by the Offeror to initiate contact with anyone other than the Designated City Contacts provided herein that the prospective Offeror believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

Cost Liability

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a contract with the City. By submitting a bid, a bidder agrees to bear all costs incurred or related to the preparation, submission and selection process for the bid.

Reservation of Rights

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

INVITATION TO BID

City of Ann Arbor
Guy C. Larcom Municipal Building
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements, Vendor Conflict of Interest Form, Instructions to Bidders, Bid Forms, Purchase Order Terms and Conditions, General Conditions, Detailed Specifications, and all Addenda, and understands them. The Bidder declares that it conducted a full investigation of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

In accordance with these bid documents, and Addenda, the undersigned, as Bidder, proposes to deliver to the City all product/services herein described for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

Bidder further agrees that the cited provisions of Chapter 14 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.


In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

7th May
SIGNED THIS DAY OF , 2018.

BASF Corporation
Bidder's Name

11501 Steele Creek Rd
Charlotte NC 28273
Official Address

(704) 587-7831
Telephone Number


Authorized Signature of Bidder

Rachel Potter, Marketing Manager
(Print Name of Signer Above)



municipal-water-na@BASF.com
Email Address for Award Notice

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it is:

* A corporation organized and doing business under the laws of the State of North Carolina, for whom Rachel Potter, bearing the office title of Marketing Manager, whose signature is affixed to this Bid, is authorized to execute contracts.


NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

• A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

* A partnership, organized under the laws of the state of _____ and filed in the county of _____, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):

* An individual, whose signature with address, is affixed to this Bid: RP
(initial here)

Authorized Official

 Date May 7, 2018

(Print) Name Rachel Potter Title Marketing Manager

Company: BASF Corporation

Address: 11501 Steele Creek Road, Charlotte, NC 28273

Contact Phone (704) 587-1831 Fax (704) 587-1816

Email municipal-water-na@basf.com

SECTION 2
CITY OF ANN ARBOR
STANDARD SPECIFICATIONS
FOR
CATIONIC EMULSION POLYMER

General:

As indicated by testing results, only the following two polymers currently meet the WWTP's flow, production, capture, odor, and dosage requirements. As such they will be the only polymers allowed for pricing, no substitutions.

- SNF Polydyne Clarifloc CE-1540
- BASF Corp. Zetag 8846FS (US)

The supplier must be a recognized manufacturer or authorized representative of the product offered and shall be qualified to advise in its use.

The supplier shall be responsible for stocking and inventorying sufficient quantities of all bid items in order to guarantee that all orders placed against the contract be delivered complete and to the designated delivery site(s) within the time period specified under Lead Time in their bid.

The WWTP must be notified of any modification in the chemical formulation of the polymer by the manufacturer. In such an event, if WWTP staff deem it necessary, the supplier will conduct testing of the re-formulated polymer. The results of the testing will provide evidence of equal or greater effectiveness of the re-formulated polymer with no adverse impact on the WWTP's ability to maintain compliance with all applicable regulations.

SHIPPING AND DELIVERY REQUIREMENTS:

Deliveries are to be made with 4,000-5,000 gallon tank trucks equipped with compressors. End-of-season orders may require delivery of the polymer in standard 330 gallon, chemical bulk totes.

Normal delivery will be accepted between 8:00 a.m. and 12:00 p.m., 1:00 p.m. to 5:00 p.m., Monday through Friday only, unless prior arrangements are made and are acceptable to the WWTP supervisor on duty.

SPILLAGE AND CLEANUP:

In the event of spillage of the polymer caused by the supplier or its representative, for example, lack of proper equipment to unload, carelessness, etc, it will be the supplier's responsibility to bear all subsequent cleanup costs.

FREIGHT CHARGES:

Freight charges to the City of Ann Arbor shall be included in the unit cost of the bid item.

Other Items: Less than 30 days, E. O. M., Proximo, etc. will not be considered in determining the award of the Contract.

Please Check: We have read the specifications and associated conditions thoroughly.

Yes No

Are all exceptions to the specifications properly outlined?

Yes No

Certification: We hereby certify that the Cationic emulsion polymer provided will meet or exceed the specifications in every respect.



Authorized Representative's Signature

Rachel Potter, Marketing Manager

Printed Name

References: Please list at least three (3) companies or public agencies for whom you have performed similar work.

ORGANIZATION ADDRESS CONTACT PERSON TELEPHONE

1. See Attached List of References

2.

3.

SECTION 3: INSURANCE

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s).

A. The certificates of insurance shall meet the following minimum requirements.

1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, or Pollution. Limited Pollution endorsement is allowed if Broadened Pollution Liability Coverage is included in the Motor Vehicle Liability Insurance. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or
Property Damage Liability, or both combined
\$2,000,000 Per Job General Aggregate
\$1,000,000 Personal and Advertising Injury

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined. Pollution Liability – Broadened Coverage Required

4. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each

occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.2 and A.3 above of this contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

SECTION 4: BID FORM

All Bidders shall submit pricing in the format requested herein.

SNF Polydyne Clarifloc CE-1540

Polymer	BULK	\$ <u> — </u> /POUND
FREIGHT		\$ <u> 0.00 </u> /POUND
TOTAL DELIVERED COST		\$ <u> — </u> /POUND

BASF Corp. Zetag 8846FS (US)

Polymer	BULK	\$ <u> 0.898 </u> /POUND
FREIGHT		\$ <u> 0.00 </u> /POUND
TOTAL DELIVERED COST		\$ <u> 0.898 </u> /POUND

LEAD TIME FROM ORDER TO DELIVERY:

SNF Polydyne Clarifloc CE-1540

- Lead time, _____

BASF Corp. Zetag 8846FS (US)

- Lead time, 5 - 7 Business Days

INVOICE TERMS: Discount of N/A% or \$ N/A will be allowed for payment of invoice thirty (30) days from day of delivery and acceptance.

OTHER TERMS: Less than 30 days, E.O.M., Proximo, etc., will not be considered in determining award of contract.

Polymer shall be supplied to the City of Ann Arbor Wastewater Treatment Plant, f.o.b. destination, freight prepaid. Contractor shall be responsible for transferring the product from transport vehicle to the City of Ann Arbor storage vessel. Bidder shall specify minimum shipping amount if any:

Bulk Orders: 4000 gallons

QUANTITY: The annual quantity is approximately **25,000 gallons**. This quantity is for estimating purposes only, not a guarantee of actual usage. Product will be ordered on an “as needed” basis. All prices are to remain firm.

City of Ann Arbor: General Terms and Conditions

The following General Terms and Conditions shall apply.

Tax Exemption: The City of Ann Arbor is tax exempt, ID# 38-6004534.

Acceptance of Contract: This order is the City's contract to purchase the goods and services described on the reverse front side of this document from the Vendor. The City's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this purchase order. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made part hereof.

Amendments: No agreement or understanding to modify this contract shall be binding upon the City unless in writing and signed by the City's authorized agent.

Delivery: All prices must be F.O.B. delivery point. Time is of the essence on this contract. If delivery dates cannot be met, the Vendor agrees to advise the City, in writing of the earliest possible shipping date. The City reserves the right to cancel or purchase elsewhere and hold the Vendor accountable.

Risk of Loss: Regardless of F.O.B. point, the Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to delivery or acceptance by the City, whichever is later. No such loss, injury, or destruction shall release the Vendor from any obligations hereunder.

Inspection: Goods and materials must be properly packaged. Damaged goods and materials will not be accepted. The City reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. All rejected goods shall be returned to the Vendor at no cost to the City, whether the damage is readily apparent at the time of delivery or later. The City's acceptance is conditioned on such inspection.

Patents and Copyrights: If an article sold and delivered to the City hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the City, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the City in violation or right under such patent or copyright.

Uniform Commercial Code: All applicable portions of the Michigan Uniform Commercial Code shall govern contracts for goods with the City of Ann Arbor; except as modified by contract documents.

Non-waiver of Rights: No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Material Safety Data Sheets: Applicable Material Safety Data Sheets, in compliance with OSHA/MIOSHA hazard communication regulations/standards, must be provided by the Vendor to the City at the time of purchase.

Assignments: The Vendor agrees not to assign or transfer this contract or any part thereof without the written consent of the City of Ann Arbor, acting through its authorized representative. Any unauthorized assignment may subject the contractor to immediate termination.

Laws Governing, Severability: This contract shall be governed by and construed according to the laws of the State of Michigan. Vendor agrees to submit to the jurisdiction and venue of the Circuit Court of Washtenaw County, MI, or if original jurisdiction is established, the U.S. District Ct. for Eastern District of MI, Southern Division. The Vendor stipulates venues referenced are convenient and waives any claim of non-convenience. If any term herein is found to be ineffective, unenforceable or illegal under any present or future laws, such term shall be fully severable, and the remaining terms shall not be affected and shall remain full force and effect.

Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage requirements and/or the Davis-Bacon Act as amended.

Living Wage: It shall be the responsibility of the Vendor to comply, when applicable, with the City of Ann Arbor's Living Wage Ordinance as defined in Chapter 23, Section 1:811-1:821.

Non-Discrimination: It shall be the responsibility of the Vendor to comply, when applicable, with, all State, Federal and Local non-discrimination laws, including MCL 37.2209 and Section 9:158 of the City Code.

Indemnification: To the fullest extent permitted by law the Vendor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result from any act or omission, associated with the performance of this contract by the Vendor or anyone acting on the Vendor's behalf under this contract. The Vendor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. This indemnity survives delivery and acceptance of the Vendor's goods and services.

Warranty: The Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this contract, including any drawings, specifications and standards incorporated herein. In addition, the Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Payment Terms: The City of Ann Arbor's payment terms are net 30. The payment date will be calculated based on the invoice receipt date or delivery date, whichever is later.

Payments: All invoices for goods and services shall be emailed to accountspayable@a2gov.org. Mailed invoices shall be addressed to the City of Ann Arbor, Accounts Payable, P.O. Box 8647, Ann Arbor, MI 48107, as indicated on the front of this purchase order. Invoices must include the Vendor's name, phone number, and clearly listed item descriptions, quantities and units of measure. The Vendor acknowledges and understands that invoices not addressed as stated above shall have the net 30 begin once the invoice is received by Accounts Payable.

Compliance with Laws: The Vendor certifies that in performing this contract it will comply with all applicable provisions of Federal, State and Local laws, regulations, rules and orders.

Termination for Cause: In the event the Vendor fails, at any time, to comply with, fully perform or strictly adhere to any covenant, condition or representation contained within the contract, the City shall have the right to give written notice to Vendor of such failure. If such failure is not cured to the City's satisfaction within ten (10) business days from the time of delivery to Vendor of such notice, the City shall have the right to terminate immediately without the requirement of a further notice.



Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)
None	

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
BASF Corporation	(704) 587-1831	
Vendor Name	Vendor Phone Number	
	5/7/2018	Rachel Potter, Marketing Manager
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

**CITY OF ANN ARBOR
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

The “non discrimination by city contractors” provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor’s Non-Discrimination Ordinance and contract compliance administrative policy.
- (b) To post the City of Ann Arbor’s Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

BASF Corporation

Company Name



May 7, 2018

Signature of Authorized Representative Date

Rachel Potter, Marketing Manager

Print Name and Title

11501 Steele Creek Rd, Charlotte, NC 28273

Address, City, State, Zip

(704) 587-1831 municipal-water-na@basf.com

Phone/Email address

Questions about the Notice or the City Administrative Policy, Please contact:
Procurement Office of the City of Ann Arbor
(734) 794-6500

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.
You can review the entire ordinance at www.a2gov.org/humanrights.

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.



We create chemistry

References: Inverse Emulsion

Products Manufactured in Suffolk, VA:

Suffolk Plant
2301 Wilroy Road
Suffolk, VA 23434

City of Houston: September 2012

Product: Zetag 8819 and Zetag 8849FS

Annual Quantity: over 2,100,100 lbs

901 Bagby St

Houston, TX 77002

Contact: Tika Gautam

Phone: 832-395-5006

Email: tika.gautam@houstontx.gov

BASF provides material to 10 City of Houston plants.

Wastewater Treatment

City of Chattanooga: September 2015 – Current

Product: Zetag 8848 FS

Annual Quantity: 760,000 lbs

455 Moccasin Bend Rd

Chattanooga, TN 37405

Contact: Geoffrey Hipp

Phone: 423-643-7233

Email: Ghipp@chattanooga.gov

Wastewater Treatment

City of Las Vegas WPCF: November 2009 – Current

Product: Zetag 8814

Annual Quantity: 670,000 lbs

6005 Vegas Valley Drive

Las Vegas, NV 89142

Contact: Brian Oswalt

Phone: 702-229-6200

Email: BOswalt@LasVegasNevada.gov

Wastewater Treatment

City of Tampa: November 2009 – Current

Product: Zetag 8816

Annual Quantity: 760,000 lbs

2700 Maritime Blvd.

Tampa, FL 33605



We create chemistry

Contact: Rob Decker
Phone: 813-247-3451 Ext. 352
Email: Robert.Decker@ci.tampa.fl.us
Wastewater Treatment

East Bay Municipal Utility District: November 2015 - Current

Product: Zetag 8818

Annual Quantity: 800,000 lbs

2020 Wake Avenue

Oakland, CA 94607

Contact: Becky Sharpe

Email: Rsharpe@ebmud.com

Wastewater Treatment



We create chemistry

March 16, 2018

Certified Statement of Manufacturing

BASF Corporation located at 100 Park Avenue, Florham Park, NJ is a manufacturer of water & wastewater treatment chemicals and it and its predecessor companies have been in the manufacturing of water treatment chemicals business for over 60 years. The water treatment division of BASF Corporation was formally known as Ciba Corporation. BASF Corporation purchased Ciba Corporation in April 2010. Ciba Corporation purchased the water treatment division of Allied Colloids in 1998. Allied Colloids was a manufacturer of water treatment chemicals for some 50 years prior to its sale to Ciba.

BASF SE is the parent company of BASF Corporation and is headquartered in Ludwigshafen, Germany. BASF SE is a publicly owned and stock of the corporation is listed on the German, Swiss and London Stock exchanges. BASF SE is the largest chemical company in the world with revenues in excess of \$100 billion per year. BASF was listed by Fortune Magazine as the 52nd largest corporation in the world.

BASF Corporation currently has over 300 manufacturing sites worldwide. Our production sites involved in the production of water treatment chemicals are currently located in Suffolk, VA, Bradford, England, Nanjing, China and Kwinana, Australia. With respect to the Municipality's expected annual volumes, BASF Corporation is confident that it has access to annual capacities that can produce sufficient volumes of polymers required by the Municipality.

Sincerely,

A handwritten signature in black ink, appearing to read "Rachel Potter".

Rachel Potter
Marketing Manager
Paper and Water Chemicals
Business Unit Water Chemicals

Phone: (704) 587-1831

Fax: (704) 587-1803

Email: municipal-water-na@basf.com

**CERTIFICATE OF ASSISTANT SECRETARY
BASF CORPORATION**

The undersigned, Christina I. Hawkes, a duly elected, duly qualified and duly acting Assistant Secretary of BASF CORPORATION, a Delaware corporation, hereby certifies that the following Resolution was adopted by Unanimous Written Consent of the Board of Directors of this Corporation as of May 22, 2017 and is duly recorded in the Corporation's minutes:

Authorizations Related to Water Solutions and Paper Chemicals Business

RESOLVED, that Deon Carter, Senior Vice President, Performance Chemicals, is hereby authorized to sign any Sales Agreement, Response to Bid Request and any other related document within his area of responsibility; and it is

FURTHER RESOLVED, that, in connection with municipal bid requests, each of Alex J. Attlesey, Vice President, Regional Business Management, Paper/Water and any head of the Water Solutions and Paper Chemicals Business, is hereby authorized to sign any Sales Agreement, Response to Bid Request and any other related document within their scope of responsibility; and it is

FURTHER RESOLVED, that, in connection with municipal bid requests, each of Deon Carter Senior Vice President, Performance Chemicals; Alex J. Attlesey, Vice President, Regional Business Management, Paper/Water; and any head of the Water Solutions and Paper Chemicals business (each, a "Delegator"), is hereby authorized to designate an alternate ("Surrogate") to sign any Sales Agreement, Response to Bid Request and any other related document pertaining to the Water Solutions and Paper Chemicals business, in the absence of such Delegator.

RESOLVED, that the authority granted in all of the above resolutions is subject to Corporate Policy BC016, Authorization for Approvals; and further

RESOLVED, that the authority granted in all of the above resolutions is effective as of _____ June 1 _____, 2017 and has not been revoked.

IN WITNESS WHEREOF, I have subscribed my name and have affixed the seal of the Corporation hereto on this 16 day of April, 2018



Christina I. Hawkes
Assistant Secretary

[SEAL]



We create chemistry

Date: April 16, 2018

To: Thomas Rozema and Rachel Potter

From: Alex J. Attlesey

Subject: Delegation of Authority

In accordance with paragraph 3.7.1 of Corporate Policy BCO 16, Authorization for Approvals, with respect to municipal bid requests, I hereby delegate as an alternate (Surrogate) to each of: Thomas Rozema and Rachel Potter, the authority to approve and sign any Sales Agreement, Response to Bid Request, and other related documents pertaining to the Water Solutions business in my absence.

This Delegation of Authority is subject to Corporate Policy BCO 16, Authorization for Approvals. All agreements which exceed \$1 million USD or three years term, must be initialed by Alex J. Attlesey.

This Delegation of Authority is effective as of April 16, 2018, and will continue until revoked in writing.

Signed:

A handwritten signature in black ink, appearing to be "Alex J. Attlesey", written over a horizontal line.

Safety Data Sheet

Zetag® 8846FS (US)

Revision date : 2017/06/27
Version: 5.0

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(30485463/SDS_GEN_US/EN)

1. Identification

Product identifier used on the label

Zetag® 8846FS (US)

Recommended use of the chemical and restriction on use

Recommended use*: flocculation agent

* The "Recommended use" identified for this product is provided solely to comply with a Federal requirement and is not part of the seller's published specification. The terms of this Safety Data Sheet (SDS) do not create or infer any warranty, express or implied, including by incorporation into or reference in the seller's sales agreement.

Details of the supplier of the safety data sheet

Company:
BASF CORPORATION
100 Park Avenue
Florham Park, NJ 07932, USA

Telephone: +1 973 245-6000

Emergency telephone number

CHEMTREC: 1-800-424-9300
BASF HOTLINE: 1-800-832-HELP (4357)

Other means of identification

Chemical family: Emulsion based on: polyacrylamide, cationic

2. Hazards Identification

According to Regulation 2012 OSHA Hazard Communication Standard; 29 CFR Part 1910.1200

Classification of the product

Skin Corr./Irrit.	2	Skin corrosion/irritation
Eye Dam./Irrit.	2B	Serious eye damage/eye irritation
Aquatic Acute	3	Hazardous to the aquatic environment - acute

Label elements

Pictogram:

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Signal Word:
Warning

Hazard Statement:

H320 Causes eye irritation.
H315 Causes skin irritation.
H402 Harmful to aquatic life.

Precautionary Statements (Prevention):

P280 Wear protective gloves.
P273 Avoid release to the environment.
P264 Wash with plenty of water and soap thoroughly after handling.

Precautionary Statements (Response):

P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P303 + P362 IF ON SKIN (or hair): Wash with plenty of soap and water.
P332 + P313 If skin irritation occurs: Get medical advice/attention.
P337 + P311 If eye irritation persists: Call a POISON CENTER or doctor/physician.
P362 + P364 Take off contaminated clothing and wash it before reuse.

Precautionary Statements (Disposal):

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

Hazards not otherwise classified

High risk of slipping due to leakage/spillage of product.

3. Composition / Information on Ingredients

According to Regulation 2012 OSHA Hazard Communication Standard; 29 CFR Part 1910.1200

<u>CAS Number</u>	<u>Weight %</u>	<u>Chemical name</u>
69418-26-4	< 50.0%	Ethanaminium, N,N,N-trimethyl-2-[(1-oxo-2-propenyl)oxy]-, chloride, polymer with 2-propenamide
64742-47-8	15.0 - 30.0%	Distillates, petroleum
78330-21-9	< 3.0%	Alcohols, C11-14-iso-, C13-rich, ethoxylated
124-04-9	< 1.0%	adipic acid

4. First-Aid Measures

Description of first aid measures

General advice:

Immediately remove contaminated clothing.

If inhaled:

If difficulties occur after vapour/aerosol has been inhaled, remove to fresh air and seek medical attention.

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If on skin:

Wash affected areas thoroughly with soap and water. Seek medical attention.

If in eyes:

Immediately wash affected eyes for at least 15 minutes under running water with eyelids held open, consult an eye specialist.

If swallowed:

Immediately rinse mouth and then drink plenty of water, do not induce vomiting, seek medical attention. Never induce vomiting or give anything by mouth if the victim is unconscious or having convulsions.

Most important symptoms and effects, both acute and delayed

Symptoms: Eye irritation, skin irritation, CNS depression

Hazards: No hazard is expected under intended use and appropriate handling.

Indication of any immediate medical attention and special treatment needed

Note to physician

Treatment: Treat according to symptoms (decontamination, vital functions), no known specific antidote.

5. Fire-Fighting Measures

Extinguishing media

Suitable extinguishing media:
dry powder, foam, water spray

Unsuitable extinguishing media for safety reasons:
water jet

Additional information:

If water is used, restrict pedestrian and vehicular traffic in areas where slip hazard may exist.

Special hazards arising from the substance or mixture

Hazards during fire-fighting:

harmful vapours

Evolution of fumes/fog. The substances/groups of substances mentioned can be released in case of fire. Spilled product is slippery underfoot. Very slippery when wet.

Advice for fire-fighters

Protective equipment for fire-fighting:

Wear a self-contained breathing apparatus.

Further information:

The degree of risk is governed by the burning substance and the fire conditions. Contaminated extinguishing water must be disposed of in accordance with official regulations.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

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Use personal protective clothing. Keep people away and stay on the upwind side.

Environmental precautions

Do not discharge into drains/surface waters/groundwater.

Methods and material for containment and cleaning up

Spills should be contained, solidified, and placed in suitable containers for disposal.

7. Handling and Storage

Precautions for safe handling

Keep away from sources of ignition - No smoking.

Protection against fire and explosion:

Take precautionary measures against static discharges.

Conditions for safe storage, including any incompatibilities

Further information on storage conditions: Keep container tightly closed and dry; store in a cool place.

Storage stability:

Avoid extreme heat.

Avoid freezing.

8. Exposure Controls/Personal Protection

Components with occupational exposure limits

adipic acid	ACGIH TLV	TWA value 5 mg/m ³ ;
Distillates, petroleum	ACGIH TLV	TWA value 200 mg/m ³ Non-aerosol (total hydrocarbon vapor); Application restricted to conditions in which there are negligible aerosol exposures. Skin Designation Non-aerosol (total hydrocarbon vapor); The substance can be absorbed through the skin.
Distillates (petroleum), hydrotreated heavy naphthenic	OSHA PEL	PEL 5 mg/m ³ Mist ; PEL 500 ppm 2,000 mg/m ³ ; TWA value 5 mg/m ³ Mist ;

Personal protective equipment

Respiratory protection:

Wear a NIOSH-certified (or equivalent) organic vapour/particulate respirator.

Hand protection:

Chemical resistant protective gloves

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Eye protection:

Tightly fitting safety goggles (chemical goggles) and face shield.

Body protection:

Impermeable protective clothing

General safety and hygiene measures:

Handle in accordance with good industrial hygiene and safety practice. No eating, drinking, smoking or tobacco use at the place of work.

9. Physical and Chemical Properties

Form:	emulsion
Odour:	mineral oil-like
Odour threshold:	No data available.
Colour:	cream, almost white
pH value:	approx. 4
Melting point:	not determined
Boiling point:	> 100 °C The product has not been tested. The statement has been derived from substances/products of a similar structure or composition.
Sublimation point:	No applicable information available.
Flash point:	> 100 °C (ASTM D92) No flash point - Measurement made up to the indicated temperature, pilot light extinguishes. The product has not been tested. The statement has been derived from substances/products of a similar structure or composition.
Flammability:	not highly flammable not highly flammable
Lower explosion limit:	For liquids not relevant for classification and labelling. The lower explosion point may be 5 - 15 °C below the flash point.
Upper explosion limit:	For liquids not relevant for classification and labelling.
Autoignition:	not determined
Vapour pressure:	The product has not been tested. The product has not been tested.
Density:	approx. 1.0 g/cm ³ (20 °C)
Partitioning coefficient n-octanol/water (log Pow):	Study scientifically not justified.
Self-ignition temperature:	not self-igniting
Thermal decomposition:	No decomposition if stored and handled as prescribed/indicated.
Viscosity, dynamic:	1,000 - 1,500 mPa.s

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Viscosity, kinematic:	> 20.5 mm ² /s (40 °C) The product has not been tested. The statement has been derived from substances/products of a similar structure or composition.
% volatiles:	23.9 %
Solubility in water:	dispersible
Miscibility with water:	of low solubility
Solubility (quantitative):	No data available.
Solubility (qualitative):	No data available.
Evaporation rate:	Value can be approximated from Henry's Law Constant or vapor pressure.
Other Information:	If necessary, information on other physical and chemical parameters is indicated in this section.

10. Stability and Reactivity

Reactivity

No hazardous reactions if stored and handled as prescribed/indicated.

Corrosion to metals:
No corrosive effect on metal.

Oxidizing properties:
not fire-propagating

Chemical stability

The product is stable if stored and handled as prescribed/indicated.

Peroxides: 0.000 %
The product does not contain peroxides.

Possibility of hazardous reactions

No hazardous reactions when stored and handled according to instructions.
The product is chemically stable.

Conditions to avoid

Avoid extreme temperatures. Avoid freezing. Avoid all sources of ignition: heat, sparks, open flame.

Incompatible materials

reactive chemicals

Hazardous decomposition products

Decomposition products:
Hazardous decomposition products: No hazardous decomposition products if stored and handled as prescribed/indicated.

Thermal decomposition:
No decomposition if stored and handled as prescribed/indicated.

11. Toxicological information

Primary routes of exposure

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Routes of entry for solids and liquids are ingestion and inhalation, but may include eye or skin contact. Routes of entry for gases include inhalation and eye contact. Skin contact may be a route of entry for liquefied gases.

Acute Toxicity/Effects

Acute toxicity

Assessment of acute toxicity: Virtually nontoxic after a single ingestion.

Oral

Type of value: LD50

Species: rat

Value: > 2,000 mg/kg

The product has not been tested. The statement has been derived from the properties of the individual components.

Irritation / corrosion

Assessment of irritating effects: Irritating to eyes and skin.

Skin

Species: rabbit

Result: Irritant.

Method: OECD Guideline 404

Eye

Species: rabbit

Result: Irritant.

Sensitization

Assessment of sensitization: Based on the ingredients, there is no suspicion of a skin-sensitizing potential.

Aspiration Hazard

No aspiration hazard expected.

Chronic Toxicity/Effects

Repeated dose toxicity

Assessment of repeated dose toxicity: Based on our experience and the information available, no adverse health effects are expected if handled as recommended with suitable precautions for designated uses. The product has not been tested. The statement has been derived from the properties of the individual components.

Genetic toxicity

Assessment of mutagenicity: Based on the ingredients, there is no suspicion of a mutagenic effect.

Carcinogenicity

Assessment of carcinogenicity: None of the components in this product at concentrations greater than 0.1% are listed by IARC; NTP, OSHA or ACGIH as a carcinogen.

The whole of the information assessable provides no indication of a carcinogenic effect.

Reproductive toxicity

Assessment of reproduction toxicity: Based on the ingredients, there is no suspicion of a toxic effect on reproduction.

Teratogenicity

Assessment of teratogenicity: Based on the ingredients, there is no suspicion of a teratogenic effect.

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Other Information

The product has not been tested. The statements on toxicology have been derived from products of a similar structure and composition.

Symptoms of Exposure

Eye irritation, skin irritation, CNS depression

12. Ecological Information

Toxicity

Aquatic toxicity

Assessment of aquatic toxicity:
Acutely harmful for aquatic organisms.

Toxicity to fish

LC50 (96 h) 10 - 100 mg/l, *Oncorhynchus mykiss*
(under static conditions in the presence of 10 mg/L humic acid) The product has not been tested.
The statement has been derived from substances/products of a similar structure or composition.

Aquatic invertebrates

EC50 (48 h) 10 - 100 mg/l, daphnia
(under static conditions in the presence of 10 mg/L humic acid)

Aquatic toxicity

Information on: cationic polyacrylamide

Assessment of aquatic toxicity:

The hydrolysis products are not acutely harmful to aquatic organisms. Acute effects on aquatic organisms are due to the cationic charge of the polymer, which is quickly neutralised in natural water courses by irreversible adsorption onto particles, hydrolysis and dissolved organic carbon. Fish toxicity and aquatic toxicity are drastically reduced by rapid irreversible adsorption onto suspended and/or dissolved organic matter.

Persistence and degradability

Assessment biodegradation and elimination (H₂O)

Not readily biodegradable (by OECD criteria). The substance can be virtually eliminated from water in suitable effluent treatment plants by biodegradation, stripping and mechanical separation.

Information on Stability in Water (Hydrolysis)

Information on: cationic polyacrylamide

(pH value > 6)

In contact with water the substance will hydrolyse rapidly.

Bioaccumulative potential

Assessment bioaccumulation potential

Based on its structural properties, the polymer is not biologically available. Accumulation in organisms is not to be expected.

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Mobility in soil

Assessment transport between environmental compartments
No data available.

Information on: cationic polyacrylamide

Adsorption to solid soil phase is expected.

Additional information

Other ecotoxicological advice:

Must not be discharged into the environment. The product has not been tested. The statement has been derived from substances/products of a similar structure or composition.

13. Disposal considerations

Waste disposal of substance:

Dispose of in accordance with national, state and local regulations. Do not discharge into drains/surface waters/groundwater.

Container disposal:

Recommend crushing, puncturing or other means to prevent unauthorized use of used containers. Dispose of in accordance with national, state and local regulations.

RCRA:

Not a hazardous waste under RCRA (40 CFR 261).

14. Transport Information

Land transport

USDOT

Not classified as a dangerous good under transport regulations

Sea transport

IMDG

Not classified as a dangerous good under transport regulations

Air transport

IATA/ICAO

Not classified as a dangerous good under transport regulations

15. Regulatory Information

Federal Regulations

Registration status:

Chemical TSCA, US released / listed

EPCRA 311/312 (Hazard categories): Acute;

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State regulations

State RTK

PA

CAS Number

64742-47-8

Chemical name

Distillates, petroleum

CA Prop. 65:

WARNING: THIS PRODUCT CONTAINS A CHEMICAL(S) KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.

NFPA Hazard codes:

Health : 2 Fire: 1 Reactivity: 0 Special:

HMIS III rating

Health: 2 Flammability: 1 Physical hazard: 0

16. Other Information

SDS Prepared by:

BASF NA Product Regulations

SDS Prepared on: 2017/06/27

We support worldwide Responsible Care® initiatives. We value the health and safety of our employees, customers, suppliers and neighbors, and the protection of the environment. Our commitment to Responsible Care is integral to conducting our business and operating our facilities in a safe and environmentally responsible fashion, supporting our customers and suppliers in ensuring the safe and environmentally sound handling of our products, and minimizing the impact of our operations on society and the environment during production, storage, transport, use and disposal of our products.

Zetag® 8846FS (US) is a registered trademark of BASF Corporation or BASF SE
IMPORTANT: WHILE THE DESCRIPTIONS, DESIGNS, DATA AND INFORMATION CONTAINED HEREIN ARE PRESENTED IN GOOD FAITH AND BELIEVED TO BE ACCURATE, IT IS PROVIDED FOR YOUR GUIDANCE ONLY. BECAUSE MANY FACTORS MAY AFFECT PROCESSING OR APPLICATION/USE, WE RECOMMEND THAT YOU MAKE TESTS TO DETERMINE THE SUITABILITY OF A PRODUCT FOR YOUR PARTICULAR PURPOSE PRIOR TO USE. NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE REGARDING PRODUCTS DESCRIBED OR DESIGNS, DATA OR INFORMATION SET FORTH, OR THAT THE PRODUCTS, DESIGNS, DATA OR INFORMATION MAY BE USED WITHOUT INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS. IN NO CASE SHALL THE DESCRIPTIONS, INFORMATION, DATA OR DESIGNS PROVIDED BE CONSIDERED A PART OF OUR TERMS AND CONDITIONS OF SALE. FURTHER, YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE DESCRIPTIONS, DESIGNS, DATA, AND INFORMATION FURNISHED BY OUR COMPANY HEREUNDER ARE GIVEN GRATIS AND WE ASSUME NO OBLIGATION OR LIABILITY FOR THE DESCRIPTION, DESIGNS, DATA AND INFORMATION GIVEN OR RESULTS OBTAINED, ALL SUCH BEING GIVEN AND ACCEPTED AT YOUR RISK.
END OF DATA SHEET

® = registered Trademark of
BASF Corporation

Zetag[®] 8846FS

Liquid Grade Cationic Polyelectrolyte

Chemical Nature

Copolymer of acrylamide and quaternized cationic monomer

Application Areas

Polyelectrolyte for the conditioning of a variety of municipal and industrial substrates prior to mechanical or static solid/liquid separation. This product is not approved for use in potable water applications.

Benefits

Highly effective across a wide range of applications including mechanical dewatering, thickening, flotation, and clarification. Operation over a wide pH range (4-9).

Typical Properties

Product type:	Inverse emulsion
Physical form:	Cloudy to opaque white liquid
Active content:	40%
Cationic charge:	Medium-high
Molecular weight:	High
Specific gravity:	1.03
Bulk density:	8.60 lb/gal
Ph 1% solution:	4-6

Apparent Viscosity/(cP) @ 25 °C			
Concentration	0.25%	0.50%	1.0%
Viscosity	300	600	1,250

Storage

Under normal, dry storage conditions within the temperature range 5 – 25 °C (41-77 °F) this product will be stable for at least 6 months. Storage outside the above specified temperature range for long periods may adversely affect the product over a long period and should thus be avoided, if possible.

It is recommended that stock solutions at 0.25 - 0.5% are prepared regularly and for maximum effect such solutions should be used within 5 days. Beyond this period some loss in efficiency of the product may occur.

Packaging

20 kg Pail
200 kg Drum
1,000 kg Tote
~18,000 kg Bulk

Shipping and Handling

As with all cationic polyelectrolyte polymers this product exhibits toxicity towards fish. It is important that precautions are taken where the product may come into direct contact with fresh water courses, streams and rivers.

Corrosion towards most standard materials of construction is very low. Stainless steel, fiberglass, polyethylene, polypropylene and epoxy coated surfaces are recommended. In some cases aluminum surfaces can be adversely affected. Ethylene propylene rubber (EPDM), natural rubber, polyurethane, and PVC should all be avoided when handling neat product.

Spilled product is slippery underfoot, very slippery when wet. Product should be protected from frost and stirred before use and if separation occurs. Information on the shipping and handling of this product can be found in the relevant MSDS. Disposal of product must comply with all national, state and local laws.

Health and Safety

Detailed information on this product can be found in the relevant Material Safety Data Sheet (MSDS).

Technical Service

BASF sales representatives and field service technicians are available to give advice and assistance in the running of laboratory tests and machine trials to select the correct product and determine the best application conditions.

Note

The data contained in this publication is based on our current knowledge and experience. In view of the many factors that may affect processing and application of our product, this data does not relieve processors from carrying out their own investigations and tests; neither does this data imply any guarantee of certain properties, nor the suitability of the product for a specific purpose. Any descriptions, drawings, photographs, data, proportions, weights etc. given herein may change without prior information and do not constitute the agreed contractual quality of the product. It is the responsibility of the recipient of our products to ensure that any proprietary rights and existing laws and legislation are observed.

February 2013

BASF Corporation
100 Park Avenue
Florham Park, NJ 07932-0685

Water Solutions





We create chemistry

Product Specification

Quality Management
Global Water Solutions
Valid since: Apr 4, 2018
Printed: May 7, 2018

ZETAG 8846FS

PRD number: 30485463

Version of Specification: General Customer

Test Property	Unit	Specification	Test Method
DRY WEIGHT	%	>= 44.5	AT 140 C
ACTIVE SUBSTANCE	%	>= 39.0	
INTRINSIC VISCOSITY	dl/g	7.0 - 11.0	
IONICITY REGAIN	%	35.0 - 45.0	
FILTRATION	%	0 - 0.20	
VISCOSITY	cps	300 - 1200	As supplied LVT SP2 30RPM @20°C
ACTIVATION	s	0 - 15.0	AT 20°C
RESIDUAL ACRYLAMIDE	%	0 - 0.0999	

Note

The aforementioned data shall constitute the agreed contractual quality of the product at the time of passing of risk. The data are controlled at regular intervals as part of our quality assurance program. Neither these data nor the properties of product specimens shall imply any legally binding guarantee of certain properties or of fitness for a specific purpose. No liability of ours can be derived therefrom. This is a computer generated document. It is valid without signature.

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Date: May 7, 2018

CONFIDENTIAL, PROPRIETARY AND TRADE SECRET INFORMATION

THIS PAGE IS BEING ATTACHED AS THE LAST PAGE OF THE RESPONSE TO
INVITATION TO BID IN ORDER THAT IT BE EASILY SEPARABLE FROM THE NON-
CONFIDENTIAL SECTION OF THE INVITATION

BASF Corporation ("Bidder")

**City of Ann Arbor, MI
Invitation to Bid – ITB No. 4539
Due Date: May 8, 2018
Cationic Emulsion Polymer**

Debarment

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

This Response is only being made with respect to the Water Solutions business of the Bidder since this is the business that is responding to this Invitation to Bid (ITB No. 4539) for Cationic Emulsion Polymer.

By letter dated September 8, 2015, Pasco County, Florida, sent notice to the Bidder regarding cancellation of award and purchase orders of liquid dispersion products for alleged "fail[ure] to provide the specified and offered products or a product to meet specifications". This award had been previously approved by Pasco County on September 23, 2014. Bidder's analysis of returned samples of neat polymer and retain samples showed that such returned samples and retain samples met Bidder's chemical/physical specifications (Delivery Inspection Specification and In-Process Inspection Specification). Bidder was in the process of working closely with the customer sites at Pasco County when Bidder received the September 8th letter. The letter also stated that the "firm is hereby disqualified from providing goods or services to the Pasco County Board of County Commissioners as a general contractor or subcontractor for a period of three (3) years."

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