

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND
CHEMTRADE CHEMICALS US LLC, (FILE #6530)**

THIS CONTRACT is made and entered into this date _____, by and between Chemtrade Chemicals US LLC, a corporation, whose address is 90 East Halsey Road, Parsippany, NJ 07054, hereinafter referred to as "Supplier," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Supplier shall provide products in accordance with the City's IFB # 6530 Water and Wastewater Chemicals, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit "A"**);
- (b) City of Denton's IFB#6530 (**Exhibit "B" on file at the office of the Purchasing Agent**);
- (c) City of Denton Standard Terms and Conditions (**Exhibit "C"**);
- (d) Certificate of Interested Parties Electronic Filing (**Exhibit "D"**);
- (e) Supplier's Proposal. (**Exhibit "E"**);
- (f) Form CIQ – Conflict of Interest Questionnaire (**Exhibit "F"**)

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

INDEMNITY

THE SUPPLIER REPRESENTS AND WARRANTS TO THE CITY THAT THE INTELLECTUAL PROPERTY SUPPLIED BY CONTRACTOR IN ACCORDANCE WITH THE SPECIFICATIONS IN THE CONTRACT WILL NOT INFRINGE, DIRECTLY OR CONTRIBUTORILY, ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR ANY OTHER INTELLECTUAL PROPERTY RIGHT OF ANY KIND OF ANY THIRD PARTY, AND THAT NO CLAIMS HAVE BEEN MADE BY ANY PERSON OR ENTITY WITH RESPECT TO THE OWNERSHIP OR OPERATION OF THE INTELLECTUAL PROPERTY. MOREOVER, THE CONTRACTOR DOES NOT KNOW OF ANY VALID BASIS FOR ANY SUCH CLAIMS. THE CONTRACTOR SHALL, AT ITS SOLE EXPENSE, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL LIABILITY, DAMAGES, AND COSTS (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS AND

OTHER PROFESSIONALS) ARISING OUT OF OR RESULTING FROM ANY CLAIM THAT THE CITY'S EXERCISE OF ITS LICENSE RIGHTS, AND ITS USE OF THE INTELLECTUAL PROPERTY, THE SUBJECT OF THIS CONTRACT, INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, OR THE BREACH OF ANY OF REPRESENTATIONS OR WARRANTIES STATED IN THE CONTRACT DOCUMENTS. IN THE EVENT OF ANY SUCH CLAIM, THE CITY SHALL HAVE THE RIGHT TO MONITOR SUCH CLAIM OR AT ITS OPTION ENGAGE ITS OWN SEPARATE COUNSEL TO ACT AS CO-COUNSEL ON THE CITY'S BEHALF.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

SUPPLIER

DocuSigned by:
Parul Kachhia-Patel
BY: 162E3065317A48E...
AUTHORIZED SIGNATURE

Date: 10/24/2017

Name: Parul Kachhia-Patel

Title: Marketing Specialist

800-441-2659

PHONE NUMBER

PNPatel@chemtradelogistics.com

EMAIL ADDRESS

2017-273044

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____
TODD HILEMAN
CITY MANAGER

BY: _____

Date: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY


BY:  _____
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Exhibit A

Special Terms and Conditions

1. The Quantities

The quantities indicated on Exhibit E are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

2. Product Changes During Contract Term

The supplier shall not change specifications during the contract term without prior approval. Any deviation in the specifications or change in the product must be approved in advance by the City of Denton. Notice of a change shall be submitted in writing to dentonpurchasing@cityofdenton.com, with the above file number in the subject line, for review. Products found to have changed specifications without notification, and acceptance, will be returned at the supplier's expense. Products that have been installed will be replaced at the supplier's expense.

3. Authorized Distributor

The supplier shall be the manufacturer or authorized distributor of the proposed products. The distributor shall be authorized to sell to the City of Denton, and make available the manufacturer's representative as needed by the City.

4. Contract Terms

The contract term will be four (4) years, effective from date of award or notice to proceed as determined by the City of Denton Purchasing Department.

The contract term will be one (1) year, effective from the date that the City provides notice of the award to supplier ("effective date"). The contract shall automatically renew each year on the month and day of the effective date ("renewal date"), unless either party notifies the other party in writing prior to the renewal date that the contract will not be renewed or the contract is otherwise terminated or completed. This contract may only be automatically renewed for an additional three (3) one-year periods, subject to the terms herein, without City Council approval.

5. Price Escalation and De-escalation

On Supplier's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. The escalation/de-escalation will be based on the U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) for finished Chemicals (PCU212393212393). The stated eligible bid price will be increased or decreased based upon the annual percentage change in the PPI so long as the change is greater than the minimum threshold value of +/- 1%. The maximum escalation will not exceed +/- 8% for any individual year. **The Supplier must submit or make available the manufacturers pricing sheet used to calculate the bid proposal, to participate in the escalation/de-escalation clause.**

The Supplier's request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. The Supplier should provide documentation as a percentage of each cost associated with the unit prices quoted for consideration. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton, at its sole option, reserves the right to either: (1) accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award; or, (2) reject the increase within thirty (30) calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Supplier may request cancellation of such items from the contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. The prices in effect prior to the increase request must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

6. Total Contract Amount

The contract total shall not exceed \$145,000. Pricing shall be per Exhibit E attached.

7. Delivery Lead Time

Product or services shall be delivered to the City per the days/weeks noted in Exhibit E after receipt of the order.

Exhibit C
City of Denton
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the seller's proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. CONTRACTOR'S OBLIGATIONS. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. EFFECTIVE DATE/TERM. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. CONTRACTOR TO PACKAGE DELIVERABLES: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. SHIPMENT UNDER RESERVATION PROHIBITED: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. TITLE & RISK OF LOSS: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

6. DELIVERY TERMS AND TRANSPORTATION CHARGES: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth the purchase order.

7. RIGHT OF INSPECTION AND REJECTION: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. PLACE AND CONDITION OF WORK: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. WORKFORCE

A. the Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

Immigration: The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") enacted on September 30, 1996.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

Environmental Protection: The Respondent shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

12. INVOICES:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.

The City will furnish a tax exemption certificate upon request.

13. PAYMENT:

A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.

B. If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

- i. delivery of defective or non-conforming deliverables by the Contractor;
- ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
- iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting documentation; or
- vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. TRAVEL EXPENSES: All travel, lodging and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the contract terms. During the term of this contract, the contractor shall bill and the City shall reimburse contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by

the contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. FINAL PAYMENT AND CLOSE-OUT:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. SUBCONTRACTORS:

A. If the Contractor identified Subcontractors in a DBE/MBE/WBE agreed to Plan, the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in

writing. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the

Contract, and shall contain provisions that:

- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
- ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
- iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
- v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

20. WARRANTY – TITLE: The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. WARRANTY – SERVICES: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above

standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. RIGHT TO ASSURANCE: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. STOP WORK NOTICE: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. DEFAULT: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. TERMINATION FOR CAUSE: In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. TERMINATION WITHOUT CAUSE: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. FRAUD: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. DELAYS:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS,

EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. INSURANCE: The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Appendix A** for services only. The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

A. General Requirements:

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

City of Denton
Materials Management Department
901B Texas Street
Denton, Texas 76209

- vii. The "other" insurance clause shall not apply to the City where the City is an additional

insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

xiv. The insurance coverage's specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

33. CLAIMS: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

34. NOTICES: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked

to the attention of the Purchasing Manager.

35. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

36. NO WARRANTY BY CITY AGAINST INFRINGEMENTS: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

37. CONFIDENTIALITY: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and

interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.

39. PUBLICATIONS: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

40. ADVERTISING: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

41. NO CONTINGENT FEES: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition

to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

42. GRATUITIES: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

44. INDEPENDENT CONTRACTOR: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or his designee under this agreement. The contractor is expressly free to advertise and perform services for other parties while performing services for the City.

45. ASSIGNMENT-DELEGATION: The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

46. WAIVER: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as,

or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

47. MODIFICATIONS: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

48. INTERPRETATION: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

49. DISPUTE RESOLUTION:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

50. JURISDICTION AND VENUE: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this

Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. INVALIDITY: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. HOLIDAYS: The following holidays are observed by the City:

| |
|---------------------------|
| New Year's Day (observed) |
| MLK Day |
| Memorial Day |
| 4th of July |
| Labor Day |
| Thanksgiving Day |
| Day After Thanksgiving |
| Christmas Eve (observed) |
| Christmas Day (observed) |
| New Year's Day (observed) |

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or his authorized designee.

53. SURVIVABILITY OF OBLIGATIONS: All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. NON-SUSPENSION OR DEBARMENT CERTIFICATION:

The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

55. EQUAL OPPORTUNITY

A. Equal Employment Opportunity: No Offeror, or Offeror's agent, shall engage in any

discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.

B. Americans with Disabilities Act (ADA) Compliance: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)

The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

57. RIGHT TO INFORMATION: The City of Denton reserves the right to use any and all information presented in any response to this contract, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

58. LICENSE FEES OR TAXES: Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the

respondent.

59. PREVAILING WAGE RATES: The contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at <http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

60. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS: The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

61. FEDERAL, STATE, AND LOCAL REQUIREMENTS: Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

62. DRUG FREE WORKPLACE: The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

63. RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY: The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

64. FORCE MAJEURE: The City of Denton, any Customer, and the Respondent shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Respondent will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Respondent continues to use commercially reasonable efforts to recommence performance or observance whenever and to

whatever extent possible without delay. The Respondent shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

65. NON-WAIVER OF RIGHTS: Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

66. NO WAIVER OF SOVEREIGN IMMUNITY: The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

67. RECORDS RETENTION: The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Respondent shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

- 1. Final negotiated contract**
- 2. RFP/Bid documents**
- 3. City's standard terms and conditions**
- 4. Purchase order**
- 5. Supplier terms and conditions**

Exhibit D

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CHEMTRADE CHEMICALS US LLC
Parsippany, NJ United States

Certificate Number:
2017-273044

Date Filed:
10/17/2017

Date Acknowledged:
10/20/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

CITY OF DENTON

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB 6530
SUPPLY OF LIQUID AMMONIUM SULFATE

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity
PARUL KACHHIA-PATEL, MARKETING SPECIALIST

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said PARUL KACHHIA-PATEL, this the 17TH day of OCTOBER, 20 17, to certify which, witness my hand and seal of office.

Elizabeth Ryno
Notary Public
State of NJ



Signature of officer administering oath

Printed name of officer administering oath

My Comm. Exp. 09-10-20

Title of officer administering oath

EXHIBIT E



CITY OF DENTON

**INVITATION FOR BID: #IFB 6350
SUPPLY OF WATER AND WASTE WATER TREATMENT CHEMICALS
BID OPENING: THURSDAY, SEPTEMBER 21, 2017 @ 11AM**

VENDOR: CHEMTRADE CHEMICALS US LLC
90 EAST HALSEY ROAD
PARSIPPANY, NJ 07054
CONTRACT: PARUL KACHHIA-PATEL
MARKETING SPECIALIST
PHONE: 800-441-2649
FAX: 973-515-4461
EMAIL: BIDS@CHEMTRADELOGISTICS.COM
WEBSITE: CHEMITRADELOGISTICS.COM

EXHIBIT E

| IFB # 6530 EXHIBIT 1 - PRICING SHEET FOR SUPPLY OF WATER / WASTEWATER TREATMENT CHEMICALS | | | | | |
|---|--|----------|---|---------------------------------|-------------------------|
| (PRICING SHALL INCLUDE ALL COSTS TO DELIVER GOODS AS SPECIFIED F.O.B DESTINATION): | | | | | Respndent: Location: |
| ITEM# | EST. ANNUAL QTY | UOM | PRODUCT DESCRIPTION | DELIVERY LOCATION / PLANT | DEPT/ PLANT |
| SECTION A WATER TREATMENT CHEMICALS | | | | | |
| 7 | 380,000 | Wet Lbs. | Liquid Ammonium Sulfate 38-40% (LAS) (3,000-3,500 gallon truckloads) | LLWTP | WATER /LLWTP |
| SECTION A WATER TREATMENT CHEMICALS | | | | SECTION A TOTAL | |
| | | | | | |
| SECTION B WASTE WATER TREATMENT CHEMICALS | | | | SECTION B TOTAL | |
| | | | | | |
| GRAND TOTAL | | | | GRAND TOTAL ANNUALLY | |
| | | | | ESTIMATED FOR FOUR YEARS | |
| | | | | | |
| ABBREVIATIONS | | | | | |
| SWEST | Southwest Elevated Storage Tank- 11490 H. Lively Rd, Ponder TX 76259 | | | | |
| LLWTP | Lake Lewisville Water Treatment Plant 1701-B Spencer Rd, Denton TX 76205 | | | | |
| RRWTP | Lake Ray Roberts Water Treatment Plant 9401 Lake Ray Roberts Dam Rd, Aubrey TX 76227 | | | | |
| PCWTRP | Pecan Creek Water Reclamation Plant- 1100 S Mayhill Rd, Denton TX 76205 | | | | |

| | | | |
|------------|-------------------------|---|---------------------------------|
| | | | |
| | Chemtrade Chemicals Inc | | |
| | Parsippany, NJ | | |
| UNIT PRICE | EXTENDED PRICE | ESTIMATED DELIVERY DAYS ARO (DAYS) | NSF60 Certified Yes or No |
| | | | |
| \$ 0.08990 | \$ 34,162.00 | 4 | Yes |
| | \$ 34,162.00 | | |
| | | | |
| | \$ - | | |
| | | | |
| | \$ 34,162.00 | | |
| | \$ 145,000.00 | | |
| | | | |

EXHIBIT E

City of Denton
IFB #6530

-BUSINESS OVERVIEW QUESTIONNAIRE AND FORMS**1. Contract Information (for formal contracting purposes):**

The following information will be used to write a contract, should your firm be selected for award.

- Firm's Legal Name: CHEMTRADE CHEMICALS US LLC
- Address: 90 EAST HALSEY ROAD, PARSIPPANY, NJ 07054
- Agent Authorized to sign contract (Name): PARUL KACHHIA-PATEL, MARKETING SPECIALIST
- Agent's email address: bids@chemtradelogistics.com

2. Subsidiary of: CHEMTRADE CHEMICALS CORPORATION**3. Organization Class (circle):**

Partnership

Corporation

Individual

Association

4. Tax Payer ID#: 74-3104940**5. Date Established: NOVEMBER 10, 2003****6. Historically Underutilized Business: Yes or No****7. Does your company have an established physical presence in the State of Texas, or the City of Denton? Yes or No, in which?****8. Please provide a detailed listing of all products and/or services that your company provides.**

SUPPLY OF WATER TREATMENT CHEMICALS : LIQUID ALUMINUM SULFATE, DRY ALUMINUM SULFATE, FERRIC SULFATE, LIQUID AMMONIUM SULFATE, POLYALUMINUM CHLORIDE, SODIUM BISULFITE, SULFURIC ACID

9. Has your company filed or been named in any litigation involving your company and the Owner on a contract within the last five years under your current company name or any other company name? If so provide details of the issues and resolution if available. Include lawsuits where Owner was involved. (Notice: Failure to disclose this information during proposal submission, and later discovered, may result in contract termination at the Owner's option.)

PLEASE SEE ATTACHED.

10. Have you ever defaulted on or failed to complete a contract under your current company name or any other company name? If so, where and why? Give name and telephone number of Owner.

NO

EXHIBIT E

Water Treatment Group



CHEMTRADE

90 East Halsey Road
Parsippany, NJ 07054
Tel: 1-800-441-2659
Fax: (973) 515-4461
www.chemtradelogistics.com

RESPONSE TO QUESTIONS 9 PG 11

Chemtrade Chemicals has been named as a defendant in a multidistrict litigation pending in federal district court for the District of New Jersey, alleging anticompetitive conduct with respect to the sale of liquid aluminum sulfate. Certain of the named plaintiffs, as well as certain members of the putative plaintiff classes, include the State of Florida and certain U.S. municipalities, as well as private entities.

EXHIBIT E

City of Denton
IFB #6530

11. Have you ever had a contract terminated by the Owner? If so, where and why? Give name and telephone number (s) of Owner (s). NO

12. Has your company implemented an Employee Health and Safety Program compliant with 29 CFR 1910 "General Industry Standards" and/or 29 CFR 1926 "General Construction Standards" as they apply to your Company's customary activities? YES

http://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDARDS&p_toc_level=1&p_keyvalue=1926

YES

13. Resident/Non-Resident Bidder Determination:

Texas Government Code Section 2252.002: Non-resident bidders. Texas law prohibits cities and other governmental units from awarding contracts to a non-resident firm unless the amount of such a bid is lower than the lowest bid by a Texas resident by the amount the Texas resident would be required to underbid in the non-resident bidders' state. In order to make this determination, please provide the name, address and phone number of:

a. Responding firms principle place of business: PARSIPPANY, NJ

b. Company's majority owner principle place of business: PARSIPPANY, NJ

c. Ultimate Parent Company's principle place of business: TORONTO, ONTARIO, CANADA

EXHIBIT E

City of Denton
IFB #6530

14. Provide details on how firm meets the minimum qualifications stated in this Main document

Section 3.

- a. The details must be completed on this form, and shall not point to another document in the respondent's proposal.
- b. Sign below and return form with final submission.

ALL OF CHEMTRADE MANUFACTURING LOCATIONS, TECHNICAL LABORATORIES AND TECHNICAL CENTERS ARE CERTIFIED LABORTAORIES AND ARE ISO 9001:2008 CERTIFIED. ADDITIONALLY THE PRODUCTS THAT WE ARE BIDDING ON MEET BOTH NSF/ANSI STANDARD 60 AWWA STANDARDS IN EVERY RESPECT. TO MAINTAIN THESE CERTIFICATIONS WE COMPLY WITH THEIR STANDARDS AND ARE AVAILABLE FOR THE AUDITS REQUIRED BY BOTH NSF AND AWWA. CHEMTRADE RESPONDS ACCORDINGLY TO ANY FINDING THAT THEY MAY HAVE.

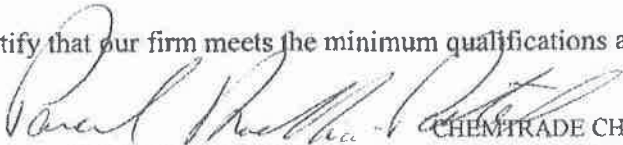
EACH INVIVIDUAL PLANT HAS A TESTING LABORATORY. BEFORE EACH SHIPMENT IS SENT OUT, A SAMPLE IS TAKEN AND TESTED TO ENSURE ALL STANDARDS ARE MET. THIS PROCEDURE IS COVERED UNDER OUR ISO CERTIFICATION.

ALL CHEMTRADE FACILITIES ARE SUBJECT TO A NUMBER OF ENVIRONMENTAL REGULATIONS THAT ADDRESS WATE, AIR, SOIL, GROUNDWATER AND HAZARDOUS WASTE ISSUES. CHEMTRADE IS IN FULL COMPLIANCE WITH THESE LAWS AS EVIDENCED BY INTERAL AUDITS AND PERIODIC AGENCY INSPECTIONS.

CHEMTRADE IS A MEMBER OF THE CHEMISTRY INDUSTRY ASSOCIATION OF CANADA (CIAC) AND SUPPORTS AND ADHERES TO THE ASSOCIATION'S RESPONSIBLE CARE ETHIC AND ITS CODES OF PRACTICES. RESPONSIBLE CARE IS A GLOBAL VOLUNTARY INITIATIVE OF THE CHEMICAL INDUSTRY AND IS A UNIQUE ETHIC FOR THE SAFE AND ENVIRONMENTALLY SOUND MANAGEMENT OF CHEMICALS. IT ALSO GUIDES COMPANIES TOWARDS ENVIRONMENTAL, SOCIETAL, AND ECONOMIC SUSTAINABILITY.

CHEMTRADES'S EHS POLICY IS ATTACHED. IN ADDITION, SYSTEMS ARE IN PLACE TO ENSURE THE PROPER INTERNAL AND REGULATORY REPORTING OCCURS IN THE EVENT OF AN ENVIRONMENTAL RELEASE. THIS INCLUDES THE USE OF CHEMTREC FOR ALL TRANSPORTATION RELATED EMERGENCIES.

I certify that our firm meets the minimum qualifications as stated in this Main document, section 3.



Signature

CHEMTRADE CHEMICALS

US LLC Company

SEPTEMBER 15, 2017

Date

PARUL KACHHIA-PATEL
MARKETING SPECIALIST



DELEGATION OF AUTHORITY

I, Mark Davis, President and Chief Executive Officer of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

| | | | |
|---------------------|---------------|----------------|-------------------|
| Parul Kachhia-Patel | Lisa Brownlee | Paul Peters | Elizabeth Ryno |
| Leilina Gossa | Ann Hopler | Andrew Hoffman | Michele Schroeder |

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 31st day of January, 2016.



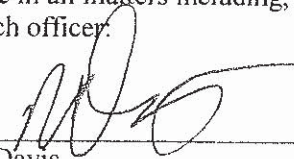
Mark Davis
President and Chief Executive Officer

CERTIFICATE OF SECRETARY

I, Susan Paré, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the 10th day of November, 2003 and that the same has not been modified or revoked and is on the date hereof in full force and effect:

RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.


I FURTHER CERTIFY that Mark Davis is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Davis, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer:



Mark Davis
President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 31st day of January, 2016.

Seal



Susan Paré
Corporate Secretary

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659

SUBMISSION EXCEPTIONS

| Item # | Description |
|--------|-------------|
|--------|-------------|

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Date _____

Paul Kuehn CHEMT

Date _____

EXHIBIT E

City of Denton
IFB #6530

-SAFETY RECORD QUESTIONNAIRE

The City of Denton desires to avail itself of the benefits of Section 252.0435 of the Local Government Code, and consider the safety records of potential contractors prior to award of City contracts. Pursuant to Section 252.0435 of the Local Government Code, the City of Denton has adopted the following written definition and criteria for accurately determining the safety record of a respondent prior to awarding City contracts.

The definition and criteria for determining the safety record of a respondent for this consideration shall be:

The City of Denton shall consider the safety record of the respondent in determining the responsibility thereof. The City may consider any incidence involving worker safety or safety of the citizens of the City of Denton, be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor. Specifically, the City may consider, among other things:

- a. Complaints to, or final orders entered by, the Occupational Safety and Health Review Commission (OSHRC), against the respondent for violations of OSHA regulations within the past three (3) years.
- b. Citations (as defined below) from an Environmental Protection Agency (as defined below) for violations within the past five (5) years. Environmental Protection Agencies include, but are not necessarily limited to, the U.S. Army Corps of Engineers (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), the Texas Natural Resource Conservation Commission (TNRCC) (predecessor to the TCEQ), the Texas Department of Health (TDH), the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection or worker safety related laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notices of violation, notices of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.
- c. Convictions of a criminal offense within the past ten (10) years, which resulted in bodily harm or death.
- d. Any other safety related matter deemed by the City Council to be material in determining the responsibility of the respondent and his or her ability to perform the services or goods required by the solicitation documents in a safe environment, both for the workers and other employees of respondent and the citizens of the City of Denton.

In order to obtain proper information from respondents so that City of Denton may consider the safety records of potential contractors prior to awarding bids on City contracts, City of Denton requires that respondents answer the following three (3) questions and submit them with their submissions:

EXHIBIT E

City of Denton
IFB #6530

QUESTION ONE

Has the respondent, or the firm, corporation, partnership, or institution represented by the respondent, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

YES X NO
(SEE ATTACHED)

If the respondent has indicated YES for question number one above, the respondent must provide to City of Denton, with its submission, the following information with respect to each such citation:

Date of offense, location of establishment inspected, category of offense, final disposition of offense, if any, and penalty assessed.

QUESTION TWO

Has the respondent, or the firm, corporation, partnership, or institution represented by the respondent, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations, of any kind or type, within the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.

YES X NO
(SEE ATTACHED)

If the respondent has indicated YES for question number two above, the respondent must provide to City of Denton, with its submission, the following information with respect to each such conviction:

Date of offense or occurrence, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

QUESTION THREE

Has the respondent, or the firm, corporation, partnership, or institution represented by respondent, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted in serious bodily injury or death?

YES NO X

If the respondent has indicated YES for question number three above, the respondent must provide to City of Denton, with its submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

EXHIBIT E

Regulatory Matters
Previous 5 yrs. - All citations have been or are in process of being abated
Safety and Health Matters

| No. | Type | Date | Agency | Description | Site |
|------------|---------------------|--------------------|---------------|---|------------------|
| 1. | Notice of Violation | May 31, 2017 | OSHA | Citation for lack of labeling on forklift control shafts. | Lawrence, KS |
| 2. | Notice of Violation | March 10, 2017 | OSHA | Citation for improper hot work, labeling, and employee training regarding hydrogen. | Decatur, AL |
| 3. | Notice of Violation | January 30, 2015 | OSHA | Citation, energy control procedure for drying tower in need of updating. | Augusta, GA |
| 4. | Notice of Violation | January 15, 2015 | OSHA | Citation, overexposure to noise, drop cord use along back of walkway, confined space label. | Atlanta, GA |
| 5. | Notice of Violation | April 3, 2015 | OSHA | Citation, need of updating fall protection on vessels. | Nicholson, MS |
| 6. | Notice of Violation | June 5, 2015 | Cal/OSHA | Citation, expired permit for air receiver, gas cylinders scheduled for disposal not properly secured. | Bay Point, CA |
| 7. | Notice of Violation | June 24, 2015 | Cal/OSHA | Pipe markings inadequate and overdue respiratory fit test records. | Richmond, CA |
| 8. | Notice of Violation | January 15, 2014 | OSHA | Citation improperly guarded floor opening. | Berkley Hts., NJ |
| 9. | Notice of Violation | September 24, 2013 | VOSH | Citation for LOTO and confined space procedures. | Hopewell, VA |

EXHIBIT E

| No. | Type | Date | Agency | Description | Site |
|-----|---------------------|--------------------|--------|--|-----------------|
| 10. | Notice of Violation | June 11, 2013 | OSHA | Inadequate evaluation of exposure to hydrogen sulfide. | Augusta, GA |
| 11. | Notice of Violation | February, 25, 2013 | CSST | Violation for confined space procedure. | Valleyfield, QC |
| 12. | Notice of Violation | January 26, 2012 | DOSH | Citation for location of eyewash station. | Anacortes, WA |
| 13. | Notice of Violation | May 7, 2012 | OSHA | Citation for inadequate procedures. | Syracuse, NY |
| | | | | | |

EXHIBIT E

Environmental Matters

| No. | Type | Date | Agency | Description | Site |
|-----|---------------------|-------------------|--------|--|------------------------|
| 1. | Notice of Violation | April 20, 2017 | BAAQMD | Title V permit deviations. Missing some documentation to support compliance. | Richmond, CA |
| 2. | Notice of Violation | April 11, 2017 | WA DOE | Incomplete labeling of hazardous waste containers. | Anacortes, WA |
| 3. | Notice of Violation | April 7, 2017 | TCEQ | Violations of site state air permit. Incomplete maintenance records and late testing. | Beaumont, TX |
| 4. | Notice of Violation | December 12, 2016 | NJ DEC | Containment area needs repair. Pipe labeling needs improvement. | Newark, NJ |
| 5. | Notice of Violation | November 2, 2016 | WA DOE | Zinc oxide waste on site beyond 90 days. | Kalama, WA |
| 6. | Notice of Violation | October 11, 2016 | DTSC | Financial Assurance was not updated. | Bay Point, Electronics |
| 7. | Notice of Violation | October 6, 2016 | NYSDEC | Fluorescent bulbs were improperly stored. | Syracuse, NY |
| 8. | Notice of Violation | June 14, 2016 | NWAA | Failed stack test for sulfuric acid emissions. Retest confirmed compliance. | Anacortes, WA |
| 9. | Notice to Comply | June 16, 2016 | CUPA | Revise hazardous waste manifests to include "lead" in the proper shipping name for a California hazardous waste. Inspections of the Neutralizer Hazardous Waste tanks lacked a Prof. Engineer's stamp. | Richmond, CA |

EXHIBIT E

| No. | Type | Date | Agency | Description | Site |
|-----|---------------------|------------------|-------------------------------------|---|------------------|
| 10. | Notice of Violation | June 15, 2016 | SC DHEC | Missed bioassay testing under new NPDES permit. | Leeds, SC |
| 11. | Notice to Comply | May 25, 2016 | WA DOE | Incorrect labeling, improper storage, accumulation start dates not listed, and waste handling training not complete. | Anacortes, WA |
| 12. | Notice of Violation | May 13, 2016 | LA DEQ | Concrete slab foundations at the inactive Marrero site were not removed during demolition as part of site remediation cap. | Marrero, LA |
| 13. | Notice of Violation | May 9, 2016 | GEPD | Excessive sulfur dioxide/oxygen Continuous Emission Monitor (CEM) downtime | Augusta, GA |
| 14. | Notice to Comply | March 29, 2016 | County Hazardous Materials Programs | Annual Tier II report submittal not updated for minor administrative deficiencies to comply with recent changes requiring the updating units of measure on hazardous materials inventory. | Bay Point, CA |
| 15. | Notice to Comply | March 29, 2016 | Gulf County Health Department | Limited Use Public Well tested positive for the presence of bacteria. | Port St. Joe, FL |
| 16. | Notice of Violation | February 2, 2016 | GCHD | Sample tested positive for the presence of bacteria. | Port St. Joe, FL |
| 17. | Notice of Violation | January 21, 2016 | County Dept. of Env. Health | Notice of violation (warning only) related to discharge of wastewater to continue troubleshooting and make needed repairs within 10 days. | Odem, TX |

EXHIBIT E

| No. | Type | Date | Agency | Description | Site |
|-----|---------------------|--------------------|--------|--|--------------------------|
| 18. | Notice of Violation | January 29, 2015 | NJDEP | Warning signs were not posted on overhead piping to indicate the clearance height. | Newark, NJ |
| 19. | Notice of Violation | February 10, 2015 | NJDEP | Log sheet for scrubber flow rate and pressure drop not completed correctly. | Newark, NJ |
| 20. | Notice of Violation | February 27, 2015 | CalEPA | No documentation on scrubber operation. | Richmond, CA |
| 21. | Notice of Violation | February 18, 2015 | NJDEP | Permit Excursion (scrubber malfunction). | Newark, NJ |
| 22. | Notice of Violation | February 23, 2015 | NJDEP | Permit Excursion (scrubber bypass). | Newark, NJ |
| 23. | Notice of Violation | February 24, 2015 | CalEPA | NOV for air violations 2009-2013. | Richmond, CA |
| 24. | Notice of Violation | February 27, 2015 | TCEQ | NOV - Items reported on Title V Deviation Report. | Beaumont, TX |
| 25. | Notice of Violation | April 24, 2015 | DOE | Acid Stack Opacity - permit excursion. | Anacortes, WA |
| 26. | Notice of Violation | May 19, 2015 | CalEPA | Air Inspection. | Richmond, CA |
| 27. | Notice of Violation | June 10, 2015 | DOE | Failed stack test for acid mist. | Anacortes, WA |
| 28. | Notice of Violation | September 24, 2014 | NJDEP | WET Test Toxicity - Permit Excursion | Berkeley Heights, NJ |
| 29. | Notice of Violation | October 30, 2014 | TCEQ | Reportable Opacity Due To Electrical Power Loss. | Beaumont, TX |
| 30. | Notice of Violation | June 13, 2013 | MOE | Storage of used oil over 12 months. | Valleyfield, QC, Ontario |
| 31. | Notice of Violation | July 13, 2013 | CalEPA | Hazardous waste report filed late. | Bay Point, CA |

EXHIBIT E

| No. | Type | Date | Agency | Description | Site |
|-----|---------------------|-------------------|--------|--|-------------------|
| 32. | Notice of Violation | July 16, 2013 | DOE | Hazardous waste bin not covered. | Anacortes, WA |
| 33. | Notice of Violation | August 6, 2013 | NY DEP | Risk Management Program violations. | Syracuse, NY |
| 34. | Notice of Violation | August 13, 2013 | DHEC | Test results not complete. | Leeds, SC |
| 35. | Notice of Violation | October 8, 2013 | CalEPA | Air permit records not on file. | Richmond, CA |
| 36. | Notice of Violation | January 26, 2012 | Pa DEP | Storm water permit renewal submitted late. | Johnsonburg, PA |
| 37. | Notice of Violation | February 21, 2012 | DOE | NPDES Permit Deviation. | Mt. Vernon, WA |
| 38. | Notice of Violation | May 16, 2012 | TCEQ | NOV for Title V deviations. | Beaumont, TX |
| 39. | Notice of Violation | July 24, 2012 | DOE | Hazardous waste not labeled correctly. | Anacortes, WA |
| 40. | Notice of Violation | May 18, 2011 | AzDEQ | Iron oxide dust blowing offsite. | Sacaton, AZ |
| 41. | Notice of Violation | June, 1, 2011 | IEPA | Violation of groundwater standards. | East St Louis, IL |
| | | | | | |

EXHIBIT E

Transportation Matters

| No. | Type | Date | Agency | Description | Site |
|-----|---------------------|-------------------|--------|--|----------------------|
| 1. | Notice of Violation | May 18, 2017 | FRA | Spent acid car leak due to loose valve stem packing. | Tulsa, OK |
| 2. | Notice of Violation | February 16, 2017 | DOT | DOT training not current for one employee | Newark, NJ |
| 3. | Notice of Violation | January 1, 2017 | DOT | Regulatory Type Inspection (Corpus Christi Police Department) | Odem, TX |
| 4. | Notice of Violation | November 21, 2016 | FRA | Minor leak from packing gland on education pipe valve. | Tulsa, OK |
| 5. | Notice of Violation | March 10, 2016 | FRA | Leaking spent acid car due to faulty gasket. | Shreveport, LA |
| 6. | Notice of Violation | April 13, 2016 | FRA | Railcar not properly chocked. | Wisconsin Rapids, WI |
| 7. | Notice of Violation | January 28, 2016 | OH DOT | Sodium Nitrite Spill in Truck Noted during DOT inspection. | Syracuse, NY |
| 8. | Notice of Violation | January 5, 2015 | FRA | Loose cap on molten sulfur railcar. | Bay Point, CA |
| 9. | Notice of Violation | April 28, 2015 | FRA | Loose cap on airline acid railcar. | Indianapolis, IN |
| 10. | Notice of Violation | November 18, 2014 | FRA | Product residue on outside of sulfur railcar. | Bay Point, CA |
| 11. | Notice of Violation | December 30, 2014 | FRA | Loose air fitting and product residue on the outside of the railcar. | Indianapolis, IN |
| 12. | Notice of Violation | March 23, 2012 | FRA | Dome bolt loose on railcar. | Augusta, GA |
| 13. | Notice of Violation | August 20, 2012 | FRA | Dome bolt loose on railcar. | Toledo, OH |
| 14. | Notice of Violation | July 12, 2012 | FRA | Spent Acid railcar dome leak. | Whiting, IN |

EXHIBIT E

| No. | Type | Date | Agency | Description | Site |
|-----|---------------------|--------------------|--------|---|-------------------|
| 15. | Notice of Violation | January 20, 2011 | FRA | Railcar overloaded with ferric sulfate. | Celina, TX |
| 16. | Notice of Violation | February 9, 2011 | FRA | Worn threads on acid railcar. | Richmond, CA |
| 17. | Notice of Violation | February 22, 2011 | FRA | Worn gasket on acid railcar. | Richmond, CA |
| 18. | Notice of Violation | September 13, 2011 | FRA | Vapor release from sulfur railcar. | Bay Point, CA |
| 19. | Notice of Violation | December 20, 2011 | FRA | Leak from acid railcar. | East St Louis, IL |
| | | | | | |

EXHIBIT E**City of Denton
IFB# 6530****-REFERENCES**

Please list three (3) Government references, **other than the City of Denton**, who can verify the quality of service your company provides. The City prefers customers of similar size and scope of work to this solicitation.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: CITY OF CORPUS CHRISTI
LOCATION: 1201 LEOPARD STREET, 4TH FLOOR, CORPUS CHRISTI, TX 78459
CONTACT PERSON AND TITLE: CYNTHIA PEREZ, , BUYER
TELEPHONE NUMBER: 361-826-3162
EMAIL ADDRESS: CYNTHIAP3@CCTEXAS.COM
SCOPE OF WORK: SUPPLYING OF LIQUID AMMONIUM SULFATE
CONTRACT PERIOD: CURRENT CONTRACT PERIOD MARCH 3, 2017-AUGUST 8, 2017

REFERENCE TWO

GOVERNMENT/COMPANY NAME: CITY OF FORT WORTH
LOCATION: 200 TEXAS STREET
CONTACT PERSON AND TITLE: PURCHASING
TELEPHONE NUMBER: 817-394-8385
EMAIL ADDRESS: JANE.ROGERS@FORTHWORTH.GOV.ORG
SCOPE OF WORK: SUPPLY OF LIQUID AMMONIUM SULFATE
CONTRACT PERIOD: CURRENT CONTRACT JUNE 7, 2017-JUNE 6, 2018

REFERENCE THREE

GOVERNMENT/COMPANY NAME: CITY OF LAREDO
LOCATION: 1110 HOUSTON, CITY HALL, 3RD FLOOR
CONTACT PERSON AND TITLE: ENRIQUE ALDAPE, PURCHASING AGENT
TELEPHONE NUMBER: 956-790-1814
EMAIL ADDRESS: EALDAPE@CI.LAREDO.TX.US
SCOPE OF WORK: SUPPLY OF LIQUID AMMONIUM SULFATE
CONTRACT PERIOD: CURRENT CONTRACT PERIOD OCTOBER 27, 2016-NOVEMBER 3, 2017

EXHIBIT E



90 East Halsey Road
Parsippany, NJ 07054
Phone: 1-800-441-2659
Fax: 973-515-4461

REFERENCES

The following is a list of 3 customers Chemtrade currently supplies with Ferric Sulfate for the 2017 and 2016 calendar years (and prior). If you need additional references, please do not hesitate to contact us and we can provide more information.

North Texas Municipal Water District
505 Brown Street
Wylie, TX 75098
Contact: Kathy Richard
Phone: 972-442-5405 ex 248
Email: krichmond@ntmwd.com

City of Dallas
1500 Marilla Street
Dallas, TX 75201
Contact: Farouk M. Hashem
Phone: 214-671-9422
Email: farouk.hashem@dallascityhall.com

City of Denton
900 N. Kealy Street
Lewisville, TX 75057
Contact: Charles Ellis
Phone: 972-219-1228
Email: cellis@utrwd.com

EXHIBIT E**City of Denton
IFB# 6530****-ACKNOWLEDGEMENT**

The undersigned agrees this submission becomes the property of the City of Denton after the official opening.

The undersigned affirms he has familiarized himself with the specification, drawings, exhibits and other documents; the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of materials and equipment; and all other matters that will be required for the work before submitting a response.

The undersigned agrees, if this submission is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specification. The period for acceptance of this submission will be 120 calendar days unless a different period is noted.

The undersigned affirms that they are duly authorized to execute this contract, that this submission has not been prepared in collusion with any other respondent, nor any employee of the City of Denton, and that the contents of this submission have not been communicated to any other respondent or to any employee of the City of Denton prior to the acceptance of this submission.

Respondent hereby assigns to the City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications, all exhibits and attachments contained in this solicitation package.

The undersigned agrees that the solicitation package posted on the website are the official specifications and shall not alter the electronic copy of the specifications and/or pricing sheet (Exhibit 1), without clearly identifying changes.

The undersigned understands they will be responsible for monitoring the City of Denton Purchasing Website at: <http://www.cityofdenton.com/index.aspx?page=397> to ensure they have downloaded and signed all addendum(s) required for submission with their response.

I certify that I have made no willful misrepresentations in this submission, nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this submission will be investigated, with my full permission, and that any misrepresentations or omissions may cause my submission to be rejected.

Acknowledge receipt of following addenda to the solicitation:

Addendum No 1 Dated SEPTEMBER 6, 2017
Addendum No 2 Dated SEPTEMBER 6, 2017
Addendum No 3 Dated SEPTEMBER 6, 2017

Received SEPTEMBER 14, 2017
Received SEPTEMBER 15, 2017
Received SEPTEMBER 18, 2017-ADDENDUM 1 PRICING SHEET

NAME AND ADDRESS OF COMPANY:

CHEMTRADE CHEMICALS US LLC

90 EAST HALSEY ROAD

PARSIPPANY, NJ 07054

Tel. No. 800-441-2659

Email. bids@chemtradelogistics.com

AUTHORIZED REPRESENTATIVE:

Signature 

Date September 15, 2017

Name Parul Kachhia-Patel

Title Marketing Specialist

Fax No. 973-515-4461

EXHIBIT E

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Friday, September 15, 2017** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Chemtrade&PlantState=Texas+TX&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Chemtrade Logistics, Inc.

155 Gordon Baker Road

Suite 300

Toronto, ON M2H 3N5

Canada

416-496-4113

Visit this company's website

(<http://www.chemtradelogistics.com>)

Facility : Beaumont, TX

Sodium Bisulfite[1]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|-----------------------------|----------------|
| Sodium Bisulfite | Dechlorinator & Antioxidant | 50mg/L |

[1] This product contains sulfite.

Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals.

The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

Sulfuric Acid

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|-------------------------|----------------|
| 93% Sulfuric Acid | pH Adjustment | 50mg/L |
| 98% Sulfuric Acid | pH Adjustment | 50mg/L |
| 99% Sulfuric Acid | pH Adjustment | 50mg/L |

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Chemtrade Solutions LLC (formerly General Chemical LLC)

1421 Willis Avenue
Syracuse, NY 13204
United States

315-478-2323

Visit this company's website

(<http://www.chemtradelogistics.com/main/>)

Facility : Celina, TX

Ammonium Sulfate

Trade Designation

Ammonium Sulfate Solution
Liquid Ammonium Sulfate

Product Function

Chloramination
Chloramination

Max Use

40mg/L
40mg/L

Ferric Sulfate

Trade Designation

60% LFS
Fe₃
Fer+Ion® F10
Fer+Ion® F15
Fer+Ion® F20
Fer+Ion® F3
Fer+Ion® F5
Fer+Ion® F7
Ferric Sulfate 50%
Ferric Sulfate 55%
Ferric Sulfate 60%
Ferric Sulfate Solution
Liquid Ferric Sulfate

Product Function

Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation

Max Use

600mg/L
600mg/L
488mg/L
336mg/L
256mg/L
612mg/L
620mg/L
674mg/L
600mg/L
600mg/L
600mg/L
600mg/L
600mg/L

Polymer Blends

Trade Designation

Fer+Ion® 202.5
Fer+Ion® 205
Fer+Ion® 2050
Fer+Ion® 2055
Fer+Ion® 210
Fer+Ion® 2100
Fer+Ion® 2105

Product Function

Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation
Coagulation & Flocculation

Max Use

250mg/L
250mg/L
417mg/L
417mg/L
250mg/L
227mg/L
227mg/L

EXHIBIT E

| | | |
|--------------------|----------------------------|---------|
| Fer+Ion® 215 | Coagulation & Flocculation | 166mg/L |
| Fer+Ion® 302.5[PY] | Coagulation & Flocculation | 250mg/L |
| Fer+Ion® 305[PY] | Coagulation & Flocculation | 200mg/L |
| Fer+Ion® 3050[PY] | Coagulation & Flocculation | 200mg/L |
| Fer+Ion® 3055[PY] | Coagulation & Flocculation | 200mg/L |
| Fer+Ion® 310[PY] | Coagulation & Flocculation | 100mg/L |
| Fer+Ion® 3100[PY] | Coagulation & Flocculation | 100mg/L |
| Fer+Ion® 3105[PY] | Coagulation & Flocculation | 100mg/L |

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Facility : Odem, TX**Aluminum Chlorohydrate[AL] [CP]**

| Trade Designation | Product Function | Max Use |
|--------------------------|----------------------------|----------------|
| Gen+Pac® 2370 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 1090 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 92005 | Coagulation & Flocculation | 250mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

Aluminum Sulfate[AL]

| Trade Designation | Product Function | Max Use |
|--------------------------|----------------------------|----------------|
| Alum | Coagulation & Flocculation | 400mg/L |
| Aluminum Sulfate | Coagulation & Flocculation | 400mg/L |
| Clar+Ion® 9341[CP] [PO] | Coagulation & Flocculation | 400mg/L |
| Clar+Ion® CS[CP] | Coagulation & Flocculation | 110mg/L |
| Clar+Ion® CS12[CP] | Coagulation & Flocculation | 110mg/L |
| Clar+Ion® CS4[CP] | Coagulation & Flocculation | 400mg/L |
| Clar+Ion® CS8[CP] | Coagulation & Flocculation | 200mg/L |
| Liquid Alum | Coagulation & Flocculation | 400mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

[PO] The finished drinking water shall be monitored to ensure that levels of manganese

EXHIBIT E

do not exceed 0.05 mg/L.

Ammonium Sulfate

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|---------------------------|-------------------------|----------------|
| Ammonium Sulfate Solution | Chloramination | 40mg/L |
| Liquid Ammonium Sulfate | Chloramination | 40mg/L |

Blended Phosphates

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|---------------------------|----------------|
| Genhib 1881 | Corrosion & Scale Control | 25mg/L |
| Genhib 1883 | Sequestering | |
| | Corrosion & Scale Control | 25mg/L |
| Genhib 1885 | Sequestering | |
| | Corrosion & Scale Control | 25mg/L |
| | Sequestering | |

Citric Acid[1]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|-------------------------|----------------|
| Citric Acid Solution | Membrane Cleaner | NA |
| Genclean 704 | Membrane Cleaner | NA |
| Liquid Citric Acid | Membrane Cleaner | NA |

[1] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.

Copper Sulfate[CP]

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|---------------------------|-------------------------|----------------|
| Aqua-Ox 446[PO] | Algicide | 16mg/L |
| Copper Sulfate Solution | Algicide | 16mg/L |
| Liquid Copper Sulfate 25% | Algicide | 16mg/L |

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

[PO] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

| <i>Trade Designation</i> | <i>Product Function</i> | <i>Max Use</i> |
|--------------------------|----------------------------|----------------|
| Clar+Ion® P825 | Coagulation & Flocculation | 50mg/L |
| Clar+Ion® P830 | Coagulation & Flocculation | 50mg/L |
| Clar+Ion® P846 | Coagulation & Flocculation | 50mg/L |
| Clar+Ion® P850 | Coagulation & Flocculation | 50mg/L |
| Clar+Ion® P855 | Coagulation & Flocculation | 50mg/L |

EXHIBIT E

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|-----------------|----------------------------|--------|
| Clar+Ion® P9160 | Coagulation & Flocculation | 32mg/L |
| Clar+Ion® P9161 | Coagulation & Flocculation | 32mg/L |
| Clar+Ion® P917 | Coagulation & Flocculation | 25mg/L |

Polyacrylamide[PC]

| Trade Designation | Product Function | Max Use |
|--------------------------|----------------------------|----------------|
| Hyper+Lyte 30 | Coagulation & Flocculation | 3.5mg/L |

[PC] Polyacrylamide Products Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Polyaluminum Chloride[AL] [CP]

| Trade Designation | Product Function | Max Use |
|--------------------------|----------------------------|----------------|
| Gen+Pac® 2370 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 1090 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 92005 | Coagulation & Flocculation | 250mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

Polymer Blends

| Trade Designation | Product Function | Max Use |
|---------------------------|----------------------------|----------------|
| Clar+Ion A403P[AL] [PY] | Coagulation & Flocculation | 400mg/L |
| Clar+Ion® 9100[AL] [CP] | Coagulation & Flocculation | 400mg/L |
| Clar+Ion® 91008[AL] [CP] | Coagulation & Flocculation | 200mg/L |
| Clar+Ion® 91012[AL] [CP] | Coagulation & Flocculation | 400mg/L |
| Clar+Ion® 91014[AL] [CP] | Coagulation & Flocculation | 400mg/L |
| Clar+Ion® 91018[AL] [CP] | Coagulation & Flocculation | 200mg/L |
| Clar+Ion® 91024[AL] [CP] | Coagulation & Flocculation | 400mg/L |
| Clar+Ion® 910312[AL] [CP] | Coagulation & Flocculation | 110mg/L |
| Clar+Ion® 91034[AL] [CP] | Coagulation & Flocculation | 400mg/L |
| Clar+Ion® 91042[AL] [CP] | Coagulation & Flocculation | 400mg/L |
| Clar+Ion® 91044[AL] [CP] | Coagulation & Flocculation | 400mg/L |
| Clar+Ion® 91048[AL] [CP] | Coagulation & Flocculation | 200mg/L |
| Clar+Ion® 91054[AL] [CP] | Coagulation & Flocculation | 400mg/L |
| Clar+Ion® 91108[AL] [CP] | Coagulation & Flocculation | 200mg/L |
| Clar+Ion® 91212[AL] [CP] | Coagulation & Flocculation | 400mg/L |
| Clar+Ion® 91214[AL] [CP] | Coagulation & Flocculation | 400mg/L |
| Clar+Ion® 914112[AL] [CP] | Coagulation & Flocculation | 110mg/L |
| Clar+Ion® 91414[AL] [CP] | Coagulation & Flocculation | 400mg/L |
| Clar+Ion® 91734[AL] [CP] | Coagulation & Flocculation | 400mg/L |
| Clar+Ion® A402H[AL] [PY] | Coagulation & Flocculation | 400mg/L |
| Clar+Ion® A403H[AL] [PY] | Coagulation & Flocculation | 400mg/L |

EXHIBIT E

| | | |
|----------------------------|----------------------------|---------|
| Clar+Ion® A4041[AL] [PY] | Coagulation & Flocculation | 400mg/L |
| Clar+Ion® A4041M[AL] [PY] | Coagulation & Flocculation | 400mg/L |
| Clar+Ion® A407.5P[AL] [PY] | Coagulation & Flocculation | 333mg/L |
| Clar+Ion® A410P[AL] | Coagulation & Flocculation | 250mg/L |
| Clar+Ion® A412P[AL] | Coagulation & Flocculation | 208mg/L |
| Clar+Ion® A4522[AL] [PY] | Coagulation & Flocculation | 400mg/L |
| Clar+Ion® P950[PY] | Coagulation & Flocculation | 40mg/L |
| Clar+Ion® P951[PY] | Coagulation & Flocculation | 40mg/L |
| Hyper+Ion® 92300[AL] [PY] | Coagulation & Flocculation | 150mg/L |
| Hyper+Ion® 92303[AL] [CP] | Coagulation & Flocculation | 300mg/L |
| Hyper+Ion® 9233[AL] [PY] | Coagulation & Flocculation | 150mg/L |
| Hyper+Ion® 92412[AL] [CP] | Coagulation & Flocculation | 300mg/L |
| Hyper+Ion® 92413[AL] [CP] | Coagulation & Flocculation | 300mg/L |
| Hyper+Ion® 92414[AL] [CP] | Coagulation & Flocculation | 300mg/L |
| Hyper+Ion® 92415[AL] [CP] | Coagulation & Flocculation | 300mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Sodium Hydroxide

| Trade Designation | Product Function | Max Use |
|--------------------------|--|----------------|
| Caustic Soda 20-30% | Corrosion & Scale Control pH Adjustment | 167mg/L |
| Caustic Soda 50% | Corrosion & Scale Control pH Adjustment | 100mg/L |

Sodium Polyphosphates, Glassy

| Trade Designation | Product Function | Max Use |
|---------------------------------|-------------------------|----------------|
| Genhib 190 | Corrosion Control | 25mg/L |
| Liquid SHMP | Corrosion Control | 25mg/L |
| Liquid Sodium Hexametaphosphate | Corrosion Control | 25mg/L |
| Sodium Hexametaphosphate | Corrosion Control | 25mg/L |

Zinc Orthophosphate[ZN]

| Trade Designation | Product Function | Max Use |
|--------------------------|-------------------------|----------------|
| Genhib 185 | Corrosion Control | 12mg/L |
| Zinc Orthophosphate | Corrosion Control | 12mg/L |

[ZN] Based on an evaluation of health effects data, the level of zinc in the finished drinking water shall not exceed 2.0 mg/L.

EXHIBIT E**Facility : Terrell, TX****Aluminum Chlorohydrate[AL]**

| Trade Designation | Product Function | Max Use |
|--------------------------|----------------------------|----------------|
| EC-409 | Coagulation & Flocculation | 250mg/L |
| Gen+Pac® 2370 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 1030 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 1060 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 1090 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 2662 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 2767 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 4393 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 5523 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 5848 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 5969 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 6311 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 6791 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 700 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 7136 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 8551 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 8673 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 8962 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 9213 | Coagulation & Flocculation | 250mg/L |
| PAC® 2370 | Coagulation & Flocculation | 250mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polyaluminum Chloride[AL]

| Trade Designation | Product Function | Max Use |
|--------------------------|----------------------------|----------------|
| EC-409 | Coagulation & Flocculation | 250mg/L |
| Gen+Pac® 2370 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 1030 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 1060 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 1090 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 2662 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 2767 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 4393 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 5523 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 5848 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 5969 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 6311 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 6791 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 700 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 7136 | Coagulation & Flocculation | 250mg/L |

EXHIBIT E

| | | |
|-----------------|----------------------------|---------|
| Hyper+Ion® 8551 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 8673 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 8962 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 9213 | Coagulation & Flocculation | 250mg/L |
| PAC® 2370 | Coagulation & Flocculation | 250mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polymer Blends[AL] [PY]

| Trade Designation | Product Function | Max Use |
|--------------------------|----------------------------|----------------|
| CPL-44420 | Coagulation & Flocculation | 100mg/L |
| EC-463 | Coagulation & Flocculation | 43mg/L |
| Gen+Pac® 1270-35A | Coagulation & Flocculation | 71mg/L |
| Hyper+Ion® 1001 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 1055 | Coagulation & Flocculation | 100mg/L |
| Hyper+Ion® 1098 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 1487 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 1530 | Coagulation & Flocculation | 200mg/L |
| Hyper+Ion® 1816 | Coagulation & Flocculation | 62mg/L |
| Hyper+Ion® 2061 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 2063 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 2065 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 2324 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 2467 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 2542 | Coagulation & Flocculation | 100mg/L |
| Hyper+Ion® 2819 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 2908 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 3072 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 3077 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 3108 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 3530 | Coagulation & Flocculation | 71mg/L |
| Hyper+Ion® 3938 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 3948 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 4107 | Coagulation & Flocculation | 100mg/L |
| Hyper+Ion® 4195 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 4253 | Coagulation & Flocculation | 100mg/L |
| Hyper+Ion® 4262 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 4362 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 4616 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 4639 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 4948 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 5220 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 5244 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 5397 | Coagulation & Flocculation | 100mg/L |
| Hyper+Ion® 5540 | Coagulation & Flocculation | 100mg/L |
| Hyper+Ion® 5632 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 6121 | Coagulation & Flocculation | 250mg/L |

EXHIBIT E

| | | |
|-----------------|----------------------------|---------|
| Hyper+Ion® 6550 | Coagulation & Flocculation | 100mg/L |
| Hyper+Ion® 6865 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 6897 | Coagulation & Flocculation | 100mg/L |
| Hyper+Ion® 701 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 702 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 705 | Coagulation & Flocculation | 200mg/L |
| Hyper+Ion® 710 | Coagulation & Flocculation | 100mg/L |
| Hyper+Ion® 720 | Coagulation & Flocculation | 50mg/L |
| Hyper+Ion® 7244 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 7253 | Coagulation & Flocculation | 100mg/L |
| Hyper+Ion® 725D | Coagulation & Flocculation | 43mg/L |
| Hyper+Ion® 7287 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 735 | Coagulation & Flocculation | 29mg/L |
| Hyper+Ion® 7420 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 7793 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 7918 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 7970 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 802 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 805 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 810 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 8135 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 820 | Coagulation & Flocculation | 125mg/L |
| Hyper+Ion® 8323 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 835 | Coagulation & Flocculation | 71mg/L |
| Hyper+Ion® 8364 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 8518 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 9291 | Coagulation & Flocculation | 250mg/L |
| Hyper+Ion® 9318 | Coagulation & Flocculation | 100mg/L |
| Hyper+Ion® 9369 | Coagulation & Flocculation | 250mg/L |

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

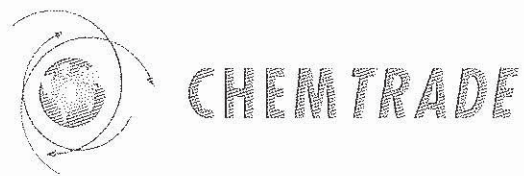
[PY] Polyamines Certified by NSF International comply with 40 CFR 141.111 requirements for percent monomer and dose.

Number of matching Manufacturers is 2

Number of matching Products is 218

Processing time was 0 seconds

EXHIBIT E



SAFETY DATA SHEET

EXHIBIT E**Liquid Ammonium Sulfate****Safety Data Sheet**

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations
 Revision Date: 05/01/15 Date of Issue: 05/01/15

Version: 1.0

SECTION 1: IDENTIFICATION**Product Identifier****Product Form:** Mixture**Product Name:** Liquid Ammonium Sulfate**Intended Use of the Product**

Municipal and industrial water and wastewater treatment for disinfection as a source of ammonia in chloramination. Disinfection byproduct control.

Name, Address, and Telephone of the Responsible Party**Manufacturer**

CHEMTRADE LOGISTICS INC.

155 Gordon Baker Road

Suite 300

Toronto, Ontario M2H 3N5

For SDS Info: (416) 496-5856

www.chemtradelogistics.com

Emergency Telephone Number**Emergency number :**

Canada: CANUTEC +1-613-996-6666 / US: CHEMTREC +1-800-424-9300

Chemtrade Emergency Contact: (866) 416-4404

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

SECTION 2: HAZARDS IDENTIFICATION**Classification of the Substance or Mixture****Classification (GHS-US)**

Aquatic Acute 2 H401

Label Elements**GHS-US Labeling****Signal Word (GHS-US)**

: No labeling applicable

Hazard Statements (GHS-US)

: H401 - Toxic to aquatic life

Precautionary Statements (GHS-US)

: P273 - Avoid release to the environment

P501 - Dispose of contents/container according to local, regional, territorial, provincial, national, and international regulations.

Other Hazards

Other Hazards Not Contributing to the Classification: Exposure may aggravate those with pre-existing eye, skin, or respiratory conditions.

Unknown Acute Toxicity (GHS-US) Not available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS**Substances**

| Name | Product identifier | % (w/w) | Classification (GHS-US) |
|------------------|--------------------|---------|-----------------------------------|
| Ammonium sulfate | (CAS No) 7783-20-2 | 38 - 40 | Aquatic Acute 2, H401 |
| Citric acid | (CAS No) 77-92-9 | 0.04 | Comb. Dust Eye Irrit. 2A, H319 |

Full text of H-phrases: see section 16

SECTION 4: FIRST AID MEASURES**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 if possible).

Inhalation: Remove to fresh air and keep at rest in a position comfortable for breathing. Obtain medical attention if breathing difficulty persists.

Skin Contact: Rinse immediately with plenty of water. Obtain medical attention if irritation develops or persists.

EXHIBIT E

Liquid Ammonium Sulfate

Safety Data Sheet

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

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.

Ingestion: Do NOT induce vomiting. Rinse mouth. Immediately call a POISON CENTER or doctor/physician.

Most Important Symptoms and Effects Both Acute and Delayed

General: Not expected to present a significant hazard under anticipated conditions of normal use.

Inhalation: May cause respiratory irritation. Inhalation of decomposition products may cause pulmonary edema. Symptoms of respiratory complications may occur several hours after.

Skin Contact: May cause skin irritation.

Eye Contact: May cause eye irritation.

Ingestion: Ingestion is likely to be harmful or have adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Indication of Any Immediate Medical Attention and Special Treatment Needed

If you feel unwell, seek medical advice (show the label where possible).

SECTION 5: FIRE-FIGHTING MEASURES

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.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not flammable.

Explosion Hazard: Product is not explosive.

Reactivity: Hazardous reactions will not occur under normal conditions.

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: Ammonia.

Reference to Other Sections

Refer to section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Avoid all contact with skin, eyes, or clothing. Avoid breathing vapor, mist, or spray.

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protection equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

Methods and Material for Containment and Cleaning Up

For Containment: Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams.

Methods for Cleaning Up: Clear up spills immediately and dispose of waste safely. Spills should be contained with mechanical barriers. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill.

Reference to Other Sections

See Heading 8. Exposure controls and personal protection. Concerning disposal elimination after cleaning, see item 13.

SECTION 7: HANDLING AND STORAGE

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 when leaving work.

EXHIBIT E**Liquid Ammonium Sulfate****Safety Data Sheet**

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

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 direct sunlight, extremely high or low temperatures and incompatible materials.**Incompatible Materials:** Strong acids. Strong bases. Strong oxidizers. Chlorates. Nitrates. Nitrites.**Specific End Use(s)**

Municipal and industrial water and wastewater treatment for disinfection as a source of ammonia in chloramination. Disinfection byproduct control.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION**Control Parameters**

No Occupational Exposure Limits (OELs) have been established for this product or its chemical components.

Exposure Controls**Appropriate Engineering Controls:** 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 regulations are observed.**Personal Protective Equipment:** Protective goggles. Gloves. 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:** Chemical goggles or safety glasses.**Skin and Body Protection:** Wear suitable protective clothing.**Respiratory Protection:** If exposure limits are exceeded or irritation is experienced, NIOSH-approved respiratory protection should be worn.**Environmental Exposure Controls:** Do not allow the product to be released into the environment.**Consumer Exposure Controls:** Do not eat, drink or smoke during use**SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES****Information on Basic Physical and Chemical Properties**

| | |
|---|---|
| Physical State | : Liquid |
| Appearance | : Clear, faint yellow to amber colored |
| Odor | : Odorless |
| Odor Threshold | : Not available |
| pH | : 3 - 5 |
| Relative Evaporation Rate (butylacetate=1) | : Not available |
| Melting Point | : Not applicable |
| Freezing Point | : -12 °C (10.4 °F) |
| Boiling Point | : Not available |
| Flash Point | : Not applicable |
| Auto-ignition Temperature | : Not applicable |
| Decomposition Temperature | : Ammonium sulfate: 235 °C (455 °F) |
| Flammability (solid, gas) | : Not applicable |
| Lower Flammable Limit | : Not applicable |
| Upper Flammable Limit | : Not applicable |
| Vapor Pressure | : Not available |
| Relative Vapor Density at 20 °C | : Not available |
| Specific Gravity | : 1.216 - 1.228 |
| Solubility | : Not available |
| 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. |
| Explosion Data – Sensitivity to Static Discharge | : Not expected to present an explosion hazard due to static discharge. |

EXHIBIT E

Liquid Ammonium Sulfate

Safety Data Sheet

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

SECTION 10: STABILITY AND REACTIVITY**Reactivity:** Hazardous reactions will not occur under normal conditions.**Chemical Stability:** Stable under recommended handling and storage conditions (see section 7).**Possibility of Hazardous Reactions:** Hazardous polymerization will not occur.**Conditions to Avoid:** Direct sunlight. Extremely high or low temperatures. Ignition sources. Incompatible materials.**Incompatible Materials:** Strong acids, strong bases, strong oxidizers. Chlorates. Nitrates. Nitrites.**Hazardous Decomposition Products:** Ammonia. Sulfur oxides.**SECTION 11: TOXICOLOGICAL INFORMATION****Information on Toxicological Effects - Product****Acute Toxicity:** Not classified**LD50 and LC50 Data:** Not available**Skin Corrosion/Irritation:** Not classified (pH: 3 - 5)**Serious Eye Damage/Irritation:** Not classified (pH: 3 - 5)**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:** May cause respiratory irritation. Inhalation of decomposition products may cause pulmonary edema. Symptoms of respiratory complications may occur several hours after.**Symptoms/Injuries After Skin Contact:** May cause skin irritation.**Symptoms/Injuries After Eye Contact:** May cause eye irritation.**Symptoms/Injuries After Ingestion:** Ingestion is likely to be harmful or have adverse effects.**Chronic Symptoms:** None expected under normal conditions of use.**Information on Toxicological Effects - Ingredient(s)****LD50 and LC50 Data:**

| Ammonium sulfate (7783-20-2) | |
|------------------------------|--------------|
| LD50 Oral Rat | > 2000 mg/kg |
| Citric acid (77-92-9) | |
| LD50 Oral Rat | 5400 mg/kg |
| LD50 Dermal Rat | > 2000 mg/kg |

SECTION 12: ECOLOGICAL INFORMATION**Toxicity****Ecology - General:** This material is hazardous to the aquatic environment. Keep out of sewers and waterways.**Ecology - Water:** Toxic to aquatic life.

| Ammonium sulfate (7783-20-2) | |
|-------------------------------|---|
| LC50 Fish 1 | 5.2 (5.2 - 8.2) mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [static]) |
| EC50 Daphnia 1 | 14 mg/l (Exposure time: 48 h - Species: Daphnia magna) |
| LC 50 Fish 2 | 32.2 (32.2 - 41.9) mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [flow-through]) |
| Citric acid (77-92-9) | |
| LC50 Fish 1 | 1516 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static]) |
| Persistence and Degradability | |
| Citric acid (77-92-9) | |
| Persistence and Degradability | Readily biodegradable in water. |

EXHIBIT E**Liquid Ammonium Sulfate****Safety Data Sheet**

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Bioaccumulative Potential

| | |
|-------------------------------------|------------------|
| Ammonium sulfate (7783-20-2) | |
| Log Pow | -5.1 (at 25 °C) |
| Citric acid (77-92-9) | |
| Log Pow | -1.72 (at 20 °C) |

Mobility in Soil Not available**Other Adverse Effects****Other Information:** Avoid release to the environment.**SECTION 13: DISPOSAL CONSIDERATIONS****Waste Disposal Recommendations:** Dispose of waste material in accordance with all local, regional, national, and international regulations.**Ecology – Waste Materials:** Avoid release to the environment.**SECTION 14: TRANSPORT 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**SECTION 15: REGULATORY INFORMATION****US Federal Regulations**

| | |
|---|--|
| Ammonium sulfate (7783-20-2) | |
| Listed on the United States TSCA (Toxic Substances Control Act) inventory | |
| Citric acid (77-92-9) | |
| Listed on the United States TSCA (Toxic Substances Control Act) inventory | |

US State Regulations

| | |
|---|--|
| Ammonium sulfate (7783-20-2) | |
| U.S. - Massachusetts - Right To Know List | |
| U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List | |
| U.S. - Pennsylvania - RTK (Right to Know) List | |

Canadian Regulations

| | |
|---|---|
| Liquid Ammonium Sulfate | |
| WHMIS Classification | Uncontrolled product according to WHMIS classification criteria |
| Ammonium sulfate (7783-20-2) | |
| Listed on the Canadian DSL (Domestic Substances List) | |
| Listed on the Canadian IDL (Ingredient Disclosure List) | |
| WHMIS Classification | Uncontrolled product according to WHMIS classification criteria |
| Citric acid (77-92-9) | |
| Listed on the Canadian DSL (Domestic Substances List) | |
| Listed on the Canadian IDL (Ingredient Disclosure List) | |
| WHMIS Classification | Class D Division 2 Subdivision B - Toxic material causing other toxic effects |

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

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION**Revision date** : 05/01/15**Other Information** : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200.**GHS Full Text Phrases:**

| | |
|-----------------|--|
| Aquatic Acute 2 | Hazardous to the aquatic environment - Acute Hazard Category 2 |
|-----------------|--|

EXHIBIT E**Liquid Ammonium Sulfate****Safety Data Sheet**

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

| | |
|---------------|---|
| Comb. Dust | Combustible Dust |
| Eye Irrit. 2A | Serious eye damage/eye irritation Category 2A |
| H232 | May form combustible dust concentrations in air |
| H319 | Causes serious eye irritation |
| H401 | Toxic to aquatic life |

Party Responsible for the Preparation of This Document

CHEMTRADE LOGISTICS, INC.

For SDS Info: (416) 496-5856

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.



Chemtrade North America SDS Template

EXHIBIT E**Ferric Sulfate 60%****Safety Data Sheet**

According to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations
 Revision Date: 08/19/15 Date of Issue: 05/08/15

Version: 1.1

SECTION 1: IDENTIFICATION**Product Identifier****Product Form:** Mixture**Product Name:** Ferric Sulfate 60%**Intended Use of the Product**

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge conditioning, compaction and volume reduction. Oily wastewater clarification and dissolved air flotation. Emulsion breaking.

Name, Address, and Telephone of the Responsible Party**Manufacturer**

CHEMTRADE LOGISTICS INC.

155 Gordon Baker Road

Suite 300

Toronto, Ontario M2H 3N5

For SDS Info: (416) 496-5856

www.chemtradelogistics.com

Emergency Telephone Number**Emergency Number :**

Canada: CANUTEC +1-613-996-6666 / US: CHEMTREC +1-800-424-9300

Chemtrade Emergency Contact: (866) 416-4404

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

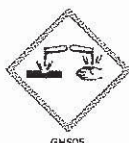
SECTION 2: HAZARDS IDENTIFICATION**Classification of the Substance or Mixture****Classification (GHS-US)**

Met. Corr. 1 H290

Acute Tox. 4 (Oral) H302

Skin Corr. 1A H314

Eye Dam. 1 H318

Label Elements**GHS-US Labeling****Hazard Pictograms (GHS-US)**

GHS05



GHS07

Signal Word (GHS-US)

: Danger

Hazard Statements (GHS-US)

: H290 - May be corrosive to metals

H302 - Harmful if swallowed

H314 - Causes severe skin burns and eye damage

H318 - Causes serious eye damage

Precautionary Statements (GHS-US)

: P234 - Keep only in original container.

P260 - Do not breathe mist, spray, vapors.

P264 - Wash hands, forearms and face thoroughly after handling.

P270 - Do not eat, drink or smoke when using this product.

P280 - Wear eye protection, face protection, protective clothing, protective gloves.

P301+P312 - IF SWALLOWED: Call a POISON CENTER, or doctor if you feel unwell.

P301+P330+P331 - IF SWALLOWED: rinse mouth. Do NOT induce vomiting.

P303+P361+P353 - IF ON SKIN (or hair): Take off immediately all contaminated clothing.

Rinse skin with water/shower.

P304+P340 - IF INHALED: Remove person to fresh air and keep at rest in a position comfortable for breathing.

P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

EXHIBIT E**Ferric Sulfate 60%****Safety Data Sheet**

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

P310 - Immediately call a POISON CENTER, or doctor.
 P321 - Specific treatment (see section 4).
 P330 - Rinse mouth.
 P363 - Wash contaminated clothing before reuse.
 P390 - Absorb spillage to prevent material damage.
 P405 - Store locked up.
 P406 - Store in corrosive resistant container with a resistant inner liner.
 P501 - Dispose of contents/container according to local, regional, national, territorial, provincial, and international regulations.

Other Hazards

Other Hazards Not Contributing to the Classification: May be corrosive to respiratory tract. May produce explosive hydrogen gas on contact with incompatibilities or upon thermal decomposition.

Unknown Acute Toxicity (GHS-US) Not available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS**Mixture**

| Name | Product identifier | % (w/w) | Classification (GHS-US) |
|-------------------------------------|---------------------|---------------------------|--|
| Water | (CAS No) 7732-18-5 | 30 - 60 | Not classified |
| Sulfuric acid, iron(3+) salt (3:2)* | (CAS No) 10028-22-5 | 40 - 70 | Met. Corr. 1, H290 Acute Tox. 4 (Oral), H302 Skin Irrit. 2, H315 Eye Dam. 1, H318 |
| Sulfuric acid** | (CAS No) 7664-93-9 | < 0.1 0.1 - 1 1 - 5 | Skin Corr. 1A, H314 Eye Dam. 1, H318 Carc. 1A, H350 Aquatic Acute 3, H402 |

The specific chemical identity and/or exact percentage of composition has been withheld as a trade secret within the meaning of the OSHA Hazard Communication Standard [29 CFR 1910.1200]. More than one of the ranges of concentration prescribed by Controlled Products Regulations has been used where necessary, due to varying composition.

*As $\text{Fe}_2(\text{SO}_4)_3 \cdot 9\text{H}_2\text{O}$ (Dry Ferric Sulfate)

** Strong inorganic acid aerosols/mists containing this substance are carcinogenic to humans. However, under conditions of normal use this is not a potential route of exposure, and does not warrant a carcinogenicity classification for the mixture.

Full text of H-phrases: see section 16

SECTION 4: FIRST AID MEASURES**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). If exposed or concerned: Seek medical advice/attention.

Inhalation: Remove to fresh air and keep at rest in a position comfortable for breathing. Immediately call a POISON CENTER or doctor/physician.

Skin Contact: Remove contaminated clothing. Drench affected area with water for at least 60 minutes. Immediately call a POISON CENTER or doctor/physician. Wash contaminated clothing before reuse.

Eye Contact: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing for at least 60 minutes. Immediately call a POISON CENTER or doctor/physician.

Ingestion: Rinse mouth. Do NOT induce vomiting. Immediately call a POISON CENTER or doctor/physician.

Most Important Symptoms and Effects Both Acute and Delayed

General: Harmful if swallowed. Causes severe skin burns and eye damage. Effects of exposure (inhalation, ingestion or skin contact) to substance may be delayed.

Inhalation: May be corrosive to the respiratory tract.

Skin Contact: Causes severe skin burns.

Eye Contact: Causes serious eye damage.

Ingestion: Swallowing a small quantity of this material will result in serious health hazard.

Chronic Symptoms: None expected under normal conditions of use.

EXHIBIT E**Ferric Sulfate 60%****Safety Data Sheet**

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

Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned, seek medical advice and attention. If medical advice is needed, have product container or label at hand.

SECTION 5: FIRE-FIGHTING MEASURES**Extinguishing Media****Suitable Extinguishing Media:** Use extinguishing media appropriate for surrounding fire.**Unsuitable Extinguishing Media:** Do not use a heavy water stream. A heavy water stream may spread burning liquid.**Special Hazards Arising From the Substance or Mixture****Fire Hazard:** Product is not flammable.**Explosion Hazard:** Not explosive, but may release flammable/explosive hydrogen gas on contact with some metals.**Reactivity:** Reacts with strong oxidants causing fire and explosion hazard. May react violently with alkalis.**Advice for Firefighters****Precautionary Measures Fire:** Exercise caution when fighting any chemical fire.**Firefighting Instructions:** Do not allow run-off from fire fighting to enter drains or water sources. Do not breathe fumes from fires or vapors from decomposition.**Protection During Firefighting:** Do not enter fire area without proper protective equipment, including respiratory protection.**Hazardous Combustion Products:** None known.**Other Information:** May produce explosive hydrogen gas on contact with incompatibilities or upon thermal decomposition.**Reference to Other Sections**

Refer to section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES**Personal Precautions, Protective Equipment and Emergency Procedures****General Measures:** Avoid all contact with skin, eyes, or clothing. Avoid breathing vapor, mist, or spray.**For Non-Emergency Personnel****Protective Equipment:** Use appropriate personal protection equipment (PPE).**Emergency Procedures:** Evacuate unnecessary personnel.**For Emergency Personnel****Protective Equipment:** Equip cleanup crew with proper protection.**Emergency Procedures:** Evacuate unnecessary personnel. Stop leak if safe to do so. Ventilate area.**Environmental Precautions**

Prevent entry to sewers and public waters.

Methods and Material for Containment and Cleaning Up**For Containment:** Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams.**Methods for Cleaning Up:** Clear up spills immediately and dispose of waste safely. Cautiously neutralize spilled liquid. Absorb and/or contain spill with inert material, then place in suitable container. Contact competent authorities after a spill.**Reference to Other Sections**

See heading 8, Exposure Controls and Personal Protection.

SECTION 7: HANDLING AND STORAGE**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. Do not eat, drink or smoke when using this product.**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. Store in original container. Keep in corrosion proof place.**Incompatible Materials:** Strong acids, strong bases, strong oxidizers. Alkalis. Metals.

EXHIBIT E**Ferric Sulfate 60%****Safety Data Sheet**

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

Specific End Use(s): Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge conditioning, compaction and volume reduction. Oily wastewater clarification and dissolved air flotation. Emulsion breaking.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION**Control Parameters**

| Sulfuric acid (7664-93-9) | | |
|------------------------------------|--------------------------------------|--|
| Mexico | OEL TWA (mg/m ³) | 1 mg/m ³ |
| USA ACGIH | ACGIH TWA (mg/m ³) | 0.2 mg/m ³ |
| USA OSHA | OSHA PEL (TWA) (mg/m ³) | 1 mg/m ³ |
| USA NIOSH | NIOSH REL (TWA) (mg/m ³) | 1 mg/m ³ |
| USA IDLH | US IDLH (mg/m ³) | 15 mg/m ³ |
| Alberta | OEL STEL (mg/m ³) | 3 mg/m ³ |
| Alberta | OEL TWA (mg/m ³) | 1 mg/m ³ |
| British Columbia | OEL TWA (mg/m ³) | 0.2 mg/m ³ (Thoracic, contained in strong inorganic acid mists) |
| Manitoba | OEL TWA (mg/m ³) | 0.2 mg/m ³ |
| New Brunswick | OEL STEL (mg/m ³) | 3 mg/m ³ |
| New Brunswick | OEL TWA (mg/m ³) | 1 mg/m ³ |
| Newfoundland & Labrador | OEL TWA (mg/m ³) | 0.2 mg/m ³ |
| Nova Scotia | OEL TWA (mg/m ³) | 0.2 mg/m ³ |
| Nunavut | OEL STEL (mg/m ³) | 3 mg/m ³ |
| Nunavut | OEL TWA (mg/m ³) | 1 mg/m ³ |
| Northwest Territories | OEL STEL (mg/m ³) | 3 mg/m ³ |
| Northwest Territories | OEL TWA (mg/m ³) | 1 mg/m ³ |
| Ontario | OEL TWA (mg/m ³) | 0.2 mg/m ³ |
| Prince Edward Island | OEL TWA (mg/m ³) | 0.2 mg/m ³ |
| Québec | VECD (mg/m ³) | 3 mg/m ³ |
| Québec | VEMP (mg/m ³) | 1 mg/m ³ |
| Saskatchewan | OEL STEL (mg/m ³) | 0.6 mg/m ³ |
| Saskatchewan | OEL TWA (mg/m ³) | 0.2 mg/m ³ |
| Yukon | OEL STEL (mg/m ³) | 1 mg/m ³ |
| Yukon | OEL TWA (mg/m ³) | 1 mg/m ³ |

Exposure Controls

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

Personal Protective Equipment: Safety glasses. Face shield. Gloves. Protective clothing. Insufficient ventilation: wear respiratory protection.

Materials for Protective Clothing: Acid-resistant clothing.

Hand Protection: Wear chemically resistant protective gloves.

Eye Protection: Chemical goggles.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: Use a NIOSH-approved respirator or self-contained breathing apparatus whenever exposure may exceed established Occupational Exposure Limits.

Environmental Exposure Controls: Do not allow the product to be released into the environment.

Consumer Exposure Controls: Do not eat, drink, or smoke during use.

EXHIBIT E**Ferric Sulfate 60%****Safety Data Sheet**

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

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES**Information on Basic Physical and Chemical Properties**

| | |
|---|--|
| Physical State | : Liquid |
| Appearance | : Reddish brown |
| Odor | : Not available |
| Odor Threshold | : Not available |
| pH | : < 1 |
| Melting Point | : Not applicable |
| Freezing Point | : < -50° C (< -58° F) |
| Boiling Point | : Not available |
| Flash Point | : Not applicable |
| Auto-ignition Temperature | : Not applicable |
| Decomposition Temperature | : Not available |
| Flammability (solid, gas) | : Not flammable |
| Lower Flammable Limit | : Not applicable |
| Upper Flammable Limit | : Not applicable |
| Vapor Pressure | : Not available |
| Relative Vapor Density at 20 °C | : Not available |
| Specific Gravity | : 1.50 - 1.62 |
| Solubility | : 100% |
| 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 |
| Explosion Data – Sensitivity to Static Discharge | : Not expected to present an explosion hazard due to static discharge |

SECTION 10: STABILITY AND REACTIVITY**Reactivity:** Reacts with strong oxidants causing fire and explosion hazard. May react violently with alkalis.**Chemical Stability:** Stable under normal conditions.**Possibility of Hazardous Reactions:** Hazardous polymerization will not occur.**Conditions to Avoid:** Direct sunlight. Extremely high or low temperatures. Incompatible materials.**Incompatible Materials:** Strong acids, strong bases, strong oxidizers. Alkalis. Metals.**Hazardous Decomposition Products:** Thermal decomposition generates : Corrosive vapors. Sulfur oxides.**SECTION 11: TOXICOLOGICAL INFORMATION****Information on Toxicological Effects - Product****Acute Toxicity:** Harmful if swallowed.**LD50 and LC50 Data:**

| | |
|---------------------------|--------------------------|
| Ferric Sulfate 60% | |
| ATE US (oral) | 500.00 mg/kg body weight |

Skin Corrosion/Irritation: Causes severe skin burns and eye damage. pH: < 1**Serious Eye Damage/Irritation:** Causes serious eye damage. pH: < 1**Respiratory or Skin Sensitization:** Not classified**Germ Cell Mutagenicity:** Not classified**Teratogenicity:** Not classified**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:** May be corrosive to the respiratory tract.**Symptoms/Injuries After Skin Contact:** Causes severe skin burns.**Symptoms/Injuries After Eye Contact:** Causes serious eye damage.

EXHIBIT E**Ferric Sulfate 60%****Safety Data Sheet**

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

Symptoms/Injuries After Ingestion: Swallowing a small quantity of this material will result in serious health hazard.**Chronic Symptoms:** None expected under normal conditions of use.**Information on Toxicological Effects - Ingredient(s)****LD50 and LC50 Data:**

| | |
|--|--|
| Sulfuric acid, iron(3+) salt (3:2) (10028-22-5) | |
| LD50 Oral Rat | 500 mg/kg |
| Sulfuric acid (7664-93-9) | |
| LD50 Oral Rat | 2140 mg/kg |
| LC50 Inhalation Rat (mg/l) | 510 mg/m ³ (Exposure time: 2 h) |
| Water (7732-18-5) | |
| LD50 Oral Rat | > 90000 mg/kg |
| Sulfuric acid (7664-93-9) | |
| IARC Group | 1 |

SECTION 12: ECOLOGICAL INFORMATION**Toxicity** Not classified

| | |
|----------------------------------|--|
| Sulfuric acid (7664-93-9) | |
| LC50 Fish 1 | 500 mg/l (Exposure time: 96 h - Species: Brachydanio rerio [static]) |
| LC 50 Fish 2 | 42 mg/l (Exposure time: 96 h - Species: Gambusia affinis [static]) |

Persistence and Degradability

| | |
|--------------------------------------|------------------|
| Ferric Sulfate 60% | |
| Persistence and Degradability | Not established. |

Bioaccumulative Potential

| | |
|----------------------------------|----------------------|
| Ferric Sulfate 60% | |
| Bioaccumulative Potential | Not established. |
| Sulfuric acid (7664-93-9) | |
| BCF Fish 1 | (no bioaccumulation) |

Mobility in Soil Not available**Other Adverse Effects****Other Information:** Avoid release to the environment.**SECTION 13: DISPOSAL CONSIDERATIONS****Waste Disposal Recommendations:** Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.**SECTION 14: TRANSPORT INFORMATION****14.1 In Accordance with DOT**

Proper Shipping Name : CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS FERRIC SULFATE AND SULFURIC ACID)
Hazard Class : 8
Identification Number : UN3264
Label Codes : 8
Packing Group : II
ERG Number : 154

**14.2 In Accordance with IMDG**

Proper Shipping Name : CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS FERRIC SULFATE AND SULFURIC ACID)
Hazard Class : 8
Identification Number : UN3264
Packing Group : II
Label Codes : 8
EmS-No. (Fire) : F-A
EmS-No. (Spillage) : S-B



EXHIBIT E**Ferric Sulfate 60%****Safety Data Sheet**

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

MFAG Number : 154**14.3 In Accordance with IATA****Proper Shipping Name** : CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS FERRIC SULFATE AND SULFURIC ACID)**Packing Group** : II**Identification Number** : UN3264**Hazard Class** : 8**Label Codes** : 8**ERG Code (IATA)** : 8L**14.4 In Accordance with TDG****Proper Shipping Name** : CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS FERRIC SULFATE AND SULFURIC ACID)**Packing Group** : II**Hazard Class** : 8**Identification Number** : UN3264**Label Codes** : 8**SECTION 15: REGULATORY INFORMATION****US Federal Regulations**

| | |
|---|--|
| Ferric Sulfate 60% | |
| Clean Water Act | |
| Ingredient Name | Reportable Quantities |
| Sulfuric acid, iron(3+) salt (3:2) (10028-22-5) | 1000 lb (454 kg) |
| Sulfuric acid (7664-93-9) | 1000 lb (454 kg) |
| Ferric Sulfate 60% | |
| SARA Section 311/312 Hazard Classes | Immediate (acute) health hazard |
| Sulfuric acid, iron(3+) salt (3:2) (10028-22-5) | |
| Listed on the United States TSCA (Toxic Substances Control Act) inventory | |
| Sulfuric acid (7664-93-9) | |
| Listed on the United States TSCA (Toxic Substances Control Act) inventory | |
| Listed on the United States SARA Section 302 | |
| Listed on United States SARA Section 313 | |
| SARA Section 302 Threshold Planning Quantity (TPQ) | 1000 |
| SARA Section 313 - Emission Reporting | 1.0 % (acid aerosols including mists, vapors, gas, fog, and other airborne forms of any particle size) |
| Water (7732-18-5) | |
| Listed on the United States TSCA (Toxic Substances Control Act) inventory | |

US State Regulations

| | |
|---|--|
| Sulfuric acid (7664-93-9) | |
| U.S. - California - Proposition 65 - Carcinogens List | WARNING: This product contains chemicals known to the State of California to cause cancer. |
| Sulfuric acid, iron(3+) salt (3:2) (10028-22-5) | |
| U.S. - Massachusetts - Right To Know List | |
| U.S. - New Jersey - Right to Know Hazardous Substance List | |
| U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List | |
| U.S. - Pennsylvania - RTK (Right to Know) List | |
| Sulfuric acid (7664-93-9) | |
| U.S. - Massachusetts - Right To Know List | |
| U.S. - New Jersey - Right to Know Hazardous Substance List | |
| U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List | |
| U.S. - Pennsylvania - RTK (Right to Know) List | |

EXHIBIT E**Ferric Sulfate 60%****Safety Data Sheet**

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

Canadian Regulations**Ferric Sulfate 60%**

WHMIS Classification

Class E - Corrosive Material

Class D Division 2 Subdivision A - Very toxic material causing other toxic effects

Class D Division 2 Subdivision B - Toxic material causing other toxic effects

**Sulfuric acid, iron(3+) salt (3:2) (10028-22-5)**

Listed on the Canadian DSL (Domestic Substances List)

WHMIS Classification

Class D Division 1 Subdivision B - Toxic material causing immediate and serious toxic effects

Class D Division 2 Subdivision B - Toxic material causing other toxic effects

Class E - Corrosive Material

Sulfuric acid (7664-93-9)

Listed on the Canadian DSL (Domestic Substances List)

Listed on the Canadian IDL (Ingredient Disclosure List)

IDL Concentration 1 %

WHMIS Classification

Class E - Corrosive Material

Class D Division 2 Subdivision A - Very toxic material causing other toxic effects

Water (7732-18-5)

Listed on the Canadian DSL (Domestic Substances List)

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 of the information required by CPR.

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION**Revision Date**

: 08/18/15

Revision Summary

: Section 15 and 16

Other Information

: This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200.

GHS Full Text Phrases:

| | |
|---------------------|--|
| Acute Tox. 4 (Oral) | Acute toxicity (oral) Category 4 |
| Aquatic Acute 3 | Hazardous to the aquatic environment - Acute Hazard Category 3 |
| Eye Dam. 1 | Serious eye damage/eye irritation Category 1 |
| Met. Corr. 1 | Corrosive to metals Category 1 |
| Skin Corr. 1A | Skin corrosion/irritation Category 1A |
| Skin Irrit. 2 | Skin corrosion/irritation Category 2 |
| H290 | May be corrosive to metals |
| H302 | Harmful if swallowed |
| H314 | Causes severe skin burns and eye damage |
| H315 | Causes skin irritation |
| H318 | Causes serious eye damage |
| H402 | Harmful to aquatic life |

EXHIBIT E**Ferric Sulfate 60%****Safety Data Sheet**

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

Party Responsible for the Preparation of This Document

CHEMTRADE LOGISTICS INC.

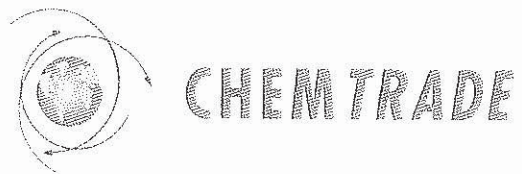
For SDS Info: (416) 496-5856

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.



Chemtrade North America SDS Template

EXHIBIT E



APPENDICES

EXHIBIT E



**Materials Management Department
901-B Texas Street
Denton, Texas 76209**

ADDENDUM #2

**INVITATION FOR BID
IFB# 6530**

**SUPPLY OF WATER AND WASTE WATER TREATMENT
CHEMICALS FOR THE CITY OF DENTON**

NIGP CLASS and ITEM

| | |
|------------|-----------|
| 885 | 94 |
|------------|-----------|

**Issue Date: September 6, 2017
Response due Date and Time (Central Time):
Thursday, September 21, 2017, 11:00 A.M.**

The City highly recommends that respondents do not wait until minutes before the due date and time to email a submission.

It can take significant time for the submissions to reach the City.

EXHIBIT E

**ADDENDUM #2 IFB#6530
SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR
CITY OF DENTON**

1. What are the sizes of the Liquid Oxygen tanks at the locations?

Addendum #1 incorrectly stated an answer to this question.

The correct Response to the Question Is:

LRRWTP (1) tank 21,250 gallons

LLWTP (2) tanks @ 9,000 gallons each; Total Capacity of 18,000
gallons

All Documents can be obtained by accessing the City of Denton's Materials
Management website at:

[https:// www.cityofdenton.com/business/solicitations-contracting](https://www.cityofdenton.com/business/solicitations-contracting)

This form must be signed and returned with your proposal.

Name: PARUL KACHHIA-PATEL

Signature: 

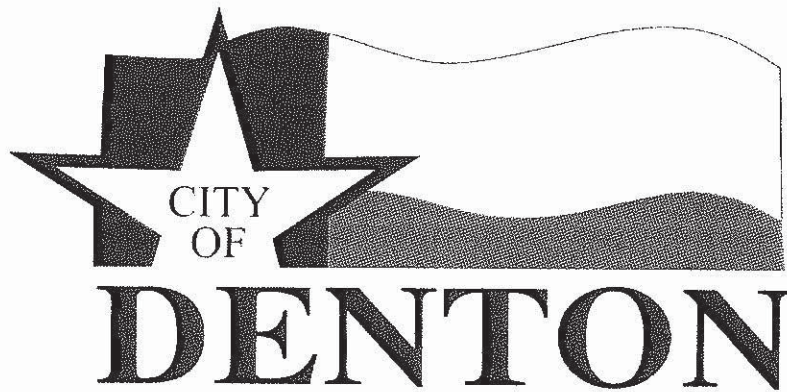
Company: CHEMTRADE CHEMICALS US LLC

Title: MARKETING SPECIALIST Date: 9/18/2017

Addendum #1 to be returned with Proposal

IFB#6530- ADDENDUM #2

EXHIBIT E



**Materials Management Department
901-B Texas Street
Denton, Texas 76209**

ADDENDUM #1

**INVITATION FOR BID
IFB# 6530**

**SUPPLY OF WATER AND WASTE WATER TREATMENT
CHEMICALS FOR THE CITY OF DENTON**

NIGP CLASS and ITEM

| | |
|------------|-----------|
| 885 | 94 |
|------------|-----------|

**Issue Date: September 6, 2017
Response due Date and Time (Central Time):
Thursday, September 21, 2017, 11:00 A.M.**

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It can take significant time for the submissions to reach the City.

EXHIBIT E

**ADDENDUM #1 IFB#65301
SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR
CITY OF DENTON**

1. Can we get a bid tabulation from the previous bid?

Response to Question:

You will need to file an open records request to access that information.

[https://dentontx.mycusthelp.com/WEBAPP/_rs/\(S\(w5i0db0zdxiwcdjzg5kdrv5v\)\)/SupportHome.aspx](https://dentontx.mycusthelp.com/WEBAPP/_rs/(S(w5i0db0zdxiwcdjzg5kdrv5v))/SupportHome.aspx)

2. What are the sizes of the Liquid Oxygen tanks at the locations?

Response to Question:

LRRWTP (1) tank 21,250 gallons

LLWTP (2) tanks 18,000 gallons each

3. IFB #6530 Exhibit 1 Pricing Sheet, Section A Water Chemicals, Item #12A & 12B :

Sodium Permanganate (19.5 to 21.5% solution). A question was asked if the strength of this chemical was correct.

Response to Question:

The correct strength of the solution should be Sodium Permanganate at 40% solution, in the 275 gallon IBC, for approximately 6,000 lb. shipments to both locations. Please use IFB #6530 Addendum #1, Exhibit 1 Pricing sheet for your response

4. IFB #6530 Exhibit 3 Scope of Work, Section A Water Chemicals, item #12:

Sodium Permanganate (19.5 to 21.5% solution). A question was asked if the strength of this chemical was correct.

Response to Question:

The correct strength of the solution should be Sodium Permanganate at 40% solution, in the 275 gallon IBC, for approximately 6,000 lb shipments to both locations. Please use IFB #6530 Addendum #1, Exhibit 1 Pricing sheet for your correct pricing response for this chemical.

EXHIBIT E

**ADDENDUM #1 IFB#65301
SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR
CITY OF DENTON**


NO OTHER CHANGES AT THIS TIME

All Documents can be obtained by accessing the City of Denton's Materials Management website at:

[https:// www.cityofdenton.com/business/solicitations-contracting](https://www.cityofdenton.com/business/solicitations-contracting)

This form must be signed and returned with your proposal.

Name: PARUL KACHHIA-PATEL

Signature: 

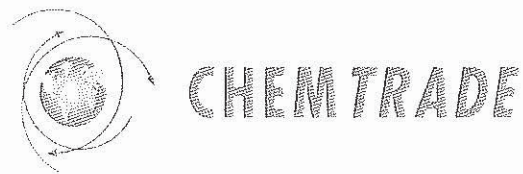
Company: CHEMTRADE CHEMICALS US LLC

Title: MARKETING SPECIALIST Date:

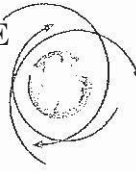
Addendum #1 to be returned with Proposal

IFB#6530- ADDENDUM #1

EXHIBIT E



PRICING SHEET

EXHIBIT E**CHEMTRADE****DELEGATION OF AUTHORITY**

I, Mark Davis, President and Chief Executive Officer of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

| | | | |
|---------------------|---------------|----------------|-------------------|
| Parul Kachhia-Patel | Lisa Brownlee | Paul Peters | Elizabeth Ryno |
| Leilina Gossa | Ann Hopler | Andrew Hoffman | Michele Schroeder |

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 31st day of January, 2016.

Mark Davis
President and Chief Executive Officer

CERTIFICATE OF SECRETARY

I, Susan Paré, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the 10th day of November, 2003 and that the same has not been modified or revoked and is on the date hereof in full force and effect:

RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that Mark Davis is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Davis, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer.

Mark Davis
President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 31st day of January, 2016.

Seal

Susan Paré
Corporate Secretary

90 East Halsey Road
Parsippany, NJ 07054
Tel. 800-441-2659

EXHIBIT E

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Nandita Berry
Secretary of State

Office of the Secretary of State

**CERTIFICATE OF AMENDED REGISTRATION
OF**

Chemtrade Chemicals US LLC
800277388

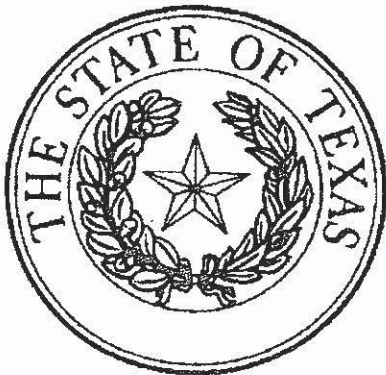
[formerly: General Chemical Performance Products LLC]

The undersigned, as Secretary of State of Texas, hereby certifies that an Application for Amended Registration to transact business in this state for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this Certificate of Amended Registration to transact business in this state under the name of:

Chemtrade Chemicals US LLC

Dated: 05/29/2014
Effective: 05/29/2014



NANDITA BERRY

Nandita Berry
Secretary of State

Phone: (512) 463-5555
Prepared by: Kika Garza

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709
TID: 10301

Dial: 7-1-1 for Relay Services
Document: 546701240002

EXHIBIT E**Form 406****(Revised 05/11)**

Submit in duplicate to:

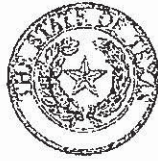
Secretary of State

P.O. Box 13697

Austin, TX 78711-3697

512 463-5555

FAX: 512/463-5709

Filing Fee: See instructions**Amendment to Registration**

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

MAY 29 2014

Corporations Section

Entity Information

1. The legal name of the filing entity is:

General Chemical Performance Products LLC

State the name of the entity as currently shown in the records of the secretary of state.

2. If the entity attained its registration under an assumed name, the qualifying assumed name as shown on the records of the secretary of state is:

3. The registration was issued to the entity on:

12/09/2003

mm/dd/yyyy

The file number issued to the filing entity by the secretary of state is:

0800277388**Amendments to Application**

4. The registration is amended to change the legal name of the entity as amended in the entity's jurisdiction of formation. The new name is:

Chemtrade chemicals US LLC

5. The new name of the entity is not available for use in Texas or fails to include an appropriate organizational designation. Or, the entity wishes to amend the qualifying assumed name stated on its application for registration or amended registration. The assumed name the entity elects to adopt for purposes of maintaining its registration is:

6. The registration is amended to change the business or activity stated in its application for registration or amended registration. The business or activity that the entity proposes to pursue in this state is:

The entity certifies that it is authorized to pursue the same business or activity under the laws of the entity's jurisdiction of formation.

EXHIBIT E**Other Changes to the Application for Registration**

7. The foreign filing entity desires to amend its application for registration to make changes other than or in addition to those stated above. Statements contained in the original application or any amended application are identified by number or description and changed to read as follows:

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: May 5, 2014

Susan M. Pare

Signature of authorized person (see instructions)

Susan Pare

Printed or typed name of authorized person.

Water Treatment Group

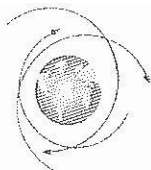


EXHIBIT E

CHEMTRADE

90 East Halsey Road
Parsippany, NJ 07054
Tel: 1-800-441-2659
Fax: (973) 515-4461
www.chemtradelogistics.com

PRODUCTS CERTIFICATION

Chemtrade Chemicals US, LLC certifies that all grades of Ammonium Sulfate as produced by our manufacturing locations will meet National Sanitation Foundation Standard 60 and ANSI/AWWA B 302-16 standard in every respect.

Material Safety Data Sheet, NSF Certification and related technical information is attached for review.

Parul Kachhia-Patel
Marketing Specialist

EXHIBIT E**CHEMTRADE**<http://www.chemtradelogistics.com>

Liquid Ammonium Sulfate

PRODUCT DATA SHEET

CHARACTERISTICS

Liquid Ammonium Sulfate is an odorless, clear, faint yellow to amber colored liquid. It is an advanced inorganic product suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI Standard 60: Drinking Water Chemicals - Health Effects; Certified**TYPICAL PROPERTIES**

| | | | |
|----------|---|------------------------|--|
| Formula: | Aqueous solution of ammonium sulfate | | |
| C.A.S. | 7783-20-2 (Ammonium sulfate) | | |
| | pH (neat) | 3.0 - 5.0 | |
| | Specific Gravity @ 21°C (70°F) | 1.216 - 1.228 | |
| | Freezing Point | Less than -12°C (10°F) | |
| | Density, lbs./gal., US | 10.15 - 10.25 | |
| | (NH ₄) ₂ SO ₄ , % | 38 - 40 | |
| | NH ₃ Equivalent, % | 9.8 - 10.3 | |

PRODUCT USES

Municipal and industrial water and wastewater treatment for disinfection as a source of ammonia in chloramination. Disinfection byproduct control.

SHIPPING CONTAINERS

| | | | |
|----------------|----------|-------------------------------|-------------------------|
| Bulk transport | Bulk car | 275 US gal. one way container | 55 US gal. plastic drum |
|----------------|----------|-------------------------------|-------------------------|

SHIPPING REGULATIONS (US DOT / TDG)

Classification: Not regulated for transport

RQ: Not applicable

PRODUCT SAFETY INFORMATION

Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24 hour **Emergency Number: USA (CHEMTREC) 800-424-9300** or **Canada (CANUTEC) 613-996-6666**. For additional information contact:

Syracuse Technical Center
315-478-2323 or 800-255-7589

Water Treatment Chemicals
Customer Service 844-204-9675

CHE-5040P

Revision Date: July 17, 2015

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Water Treatment Group

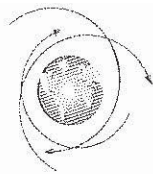


EXHIBIT E
CHEMTRADE

90 East Halsey Road
Parsippany, NJ 07054
Tel: 1-800-441-2659
Fax: (973) 515-4461
www.chemtradelogistics.com

PRODUCT CERTIFICATION

Chemtrade Chemicals US, LLC certifies that all grades of Ferric Sulfate as produced by our manufacturing locations will meet National Sanitation Foundation Standard 60 and ANSI/AWWA B 406-14 standard in every respect.

Safety Data Sheet, NSF Certification and related technical information is attached for review.

Parul Kachhia-Patel
Marketing Specialist

EXHIBIT E**CHEMTRADE**<http://www.chemtradelogistics.com>

Liquid Ferric Sulfate, 60%

PRODUCT DATA SHEET

CHARACTERISTICS

Liquid Ferric Sulfate, 60% is a reddish brown colored liquid. It is an advanced cationic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI Standard 60: Drinking Water Chemicals - Health Effects; Certified**TYPICAL PROPERTIES**

| | | | |
|--|---|---------------------------|--|
| Formula: | Aqueous solution of ferric sulfate and sulfuric acid | | |
| C.A.S. | 10028-22-5 / 7664-93-9 (Ferric sulfate / Sulfuric acid) | | |
| pH (neat) | | 1.0 (approx.) | |
| Specific Gravity @ 21°C (70°F) | | 1.50 - 1.62 | |
| Freezing Point | | Less than -50°C (< -58°F) | |
| Density, lbs./gal., US | | 12.5 - 13.5 | |
| Soluble Ferric Iron (Fe ⁺³), % | | 12 | |
| Free Acid, % as H ₂ SO ₄ | | Less than 3 | |

PRODUCT USES

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge conditioning, compaction and volume reduction. Oily wastewater clarification and dissolved air flotation. Emulsion breaking.

SHIPPING CONTAINERS

| | | | |
|----------------|----------|-------------------------------|-------------------------|
| Bulk transport | Bulk car | 275 US gal. one way container | 55 US gal. plastic drum |
|----------------|----------|-------------------------------|-------------------------|

SHIPPING REGULATIONS (US DOT / TDG)

Proper Shipping Name:

Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Ferric Sulfate, Sulfuric Acid)

Hazard Class: 8

ID Number: UN3264

Packing Group: II

The EPA reportable quantity (RQ) for ferric sulfate is 1,000 lbs. and for sulfuric acid is 1,000 lbs.

PRODUCT SAFETY INFORMATION

Harmful if swallowed. Causes severe skin burns and eye damage. Causes serious eye damage. Do not breathe mist, spray, or vapors. Wash hands, forearms and face thoroughly after handling. Wear eye protection, face protection, protective clothing, and protective gloves. Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24 hour **Emergency Number: USA (CHEMTREC) 800-424-9300 or Canada (CANUTEC) 613-996-6666.** For additional information contact:

Syracuse Technical Center
315-478-2323 or 800-255-7589

Water Treatment Chemicals
Customer Service 844-204-9675

CHE-7000P

Revision Date: July 15, 2015

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EXHIBIT ☐

City of Denton
IFB# 6530

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE -**FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.
CHEMTRADE CHEMICALS US LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

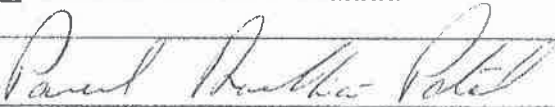
A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?
☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?
☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ I have no Conflict of Interest to disclose.

5 
Signature of vendor doing business with the governmental entity

SEPTEMBER 15, 2017

Date

PARUL KACHHIA-PATEL

Certificate of Completion

| | |
|--|--------------------------------|
| Envelope Id: 12DCFFEEB3744983A4BDA1E42F469DA0 | Status: Sent |
| Subject: Please DocuSign: City Council Contract 6530 Chemtrade Chemical US LLC | |
| Source Envelope: | |
| Document Pages: 88 | Signatures: 2 |
| Certificate Pages: 6 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Robyn Forsyth |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | robyn.forsyth@cityofdenton.com |
| | IP Address: 129.120.6.150 |

Record Tracking

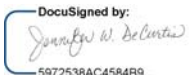
| | | |
|------------------------|--------------------------------|--------------------|
| Status: Original | Holder: Robyn Forsyth | Location: DocuSign |
| 10/20/2017 12:23:01 PM | robyn.forsyth@cityofdenton.com | |

Signer Events

| Signer Events | Signature | Timestamp |
|--|---|--|
| Robyn Forsyth robyn.forsyth@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (Optional) | Completed Using IP Address: 129.120.6.150 | Sent: 10/20/2017 12:28:18 PM Viewed: 10/20/2017 12:28:38 PM Signed: 10/20/2017 12:29:29 PM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |

| | | |
|---|---|--|
| Parul Kachhia-Patel PNPatel@chemtradelogistics.com Marketing Specialist Security Level: Email, Account Authentication (Optional) |  Using IP Address: 66.212.171.18 | Sent: 10/20/2017 12:29:33 PM Viewed: 10/24/2017 10:29:30 AM Signed: 10/24/2017 10:30:43 AM |
|---|---|--|

Electronic Record and Signature Disclosure:
Accepted: 10/24/2017 10:29:30 AM
ID: ac87c99d-6250-4b74-88ae-bd9c30017dee

| | | |
|---|---|--|
| Jennifer DeCurtis jennifer.decurtis@cityofdenton.com Deputy City Attorney City of Denton Security Level: Email, Account Authentication (Optional) |  Using IP Address: 47.190.47.120 Signed using mobile | Sent: 10/24/2017 10:30:48 AM Viewed: 10/24/2017 11:30:04 AM Signed: 10/24/2017 11:30:22 AM |
|---|---|--|

Electronic Record and Signature Disclosure:
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| | | |
|--|--|------------------------------|
| Julia Winkley julia.winkley@cityofdenton.com Contracts Administration Supervisor City of Denton Security Level: Email, Account Authentication (Optional) | | Sent: 10/24/2017 11:30:25 AM |
|--|--|------------------------------|

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| | |
|--|--|
| Todd Hileman Todd.Hileman@cityofdenton.com Security Level: Email, Account Authentication (Optional) | |
| Electronic Record and Signature Disclosure: Accepted: 7/25/2017 9:02:14 AM ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21 | |

| Signer Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

Jennifer Walters
jennifer.walters@cityofdenton.com
Security Level: Email, Account Authentication
(Optional)
Electronic Record and Signature Disclosure:
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| Person Signer Events | Signature | Timestamp |
|----------------------|-----------|-----------|
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| Editor Deliver Events | Status | Timestamp |
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| Agent Deliver Events | Status | Timestamp |
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| Intermediary Deliver Events | Status | Timestamp |
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| Certified Deliver Events | Status | Timestamp |
|--------------------------|--------|-----------|
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| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
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Sherri Thurman
sherri.thurman@cityofdenton.com
Security Level: Email, Account Authentication
(Optional)
Electronic Record and Signature Disclosure:
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Julia Winkley
julia.winkley@cityofdenton.com
Contracts Administration Supervisor
City of Denton
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Jane Richardson
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Security Level: Email, Account Authentication
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Robin Fox
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Jennifer Bridges
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Jane Richardson
jane.richardson@cityofdenton.com
Security Level: Email, Account Authentication
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|---|--------|-----------|
| Randy Markum randy.markum@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |

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| Envelope Summar Events | Status | Timestamps |
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Required hardware and software

| | |
|----------------------------|---|
| Operating Systems: | Windows2000? or WindowsXP? |
| Browsers (for SENDERS): | Internet Explorer 6.0? or above |
| Browsers (for SIGNERS): | Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above) |
| Email: | Access to a valid email account |
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | <ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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