

Bid #21003 - Calcium Nitrate for Public Works

Addendum #1

January 4, 2021

Question: Do you currently have a tank in place, or is the supplier supposed to supply the Calcium Nitrate tank and feed system? Since there is a current tank in place?

Response: Tank and feed system is provided by the supplier. The tank in place is provided by the current supplier. Contractor that is awarded the contract will provide the storage and feed system as noted in the "requirements".

Question: And is the supplier supposed to monitor the tank via telemetry?

Response: Vendor will also be able to monitor the system and, as described in the "requirements", demonstrate how field monitoring and testing will assist in the regulation of daily dosing. Routine reports to owner expected.

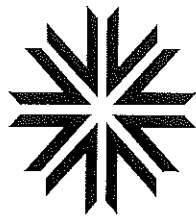
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Comments

Leave a Comment

Phone: 1.800.555.5555

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Lake County

Purchasing Division

<http://doingbusiness.lakecountyl.gov/>

Lake County will be accepting only electronic bid submissions for Invitation for Bid #21003 – Calcium Nitrate for Public Works.

Please follow the steps below to upload your electronic Bid Submission:

1. Go to www.lakecountypurchasingportal.com
2. Click on the Bid Number: 21003
3. Click on register for this bid
4. Enter your username and password
5. Under the Submittals section you will be able to upload your bid submittal
 - a. Click on the browse button
 - b. Navigate your computer and select the appropriate file
 - i. Multiple files can be uploaded, each file can be no more than 20 MB
 - ii. Files can also be uploaded as a .zip file
 - c. Click on save submittals
 - d. Close the browser

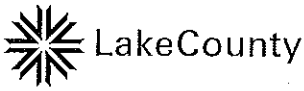
Please follow the following steps to attend the Public Bid Opening:

1. Go to www.lakecountypurchasingportal.com
2. Click on the "Under Review" tab
3. Click on the Bid Number: 21003
4. Click on the "Events" tab
5. Join the Zoom Meeting by clicking on the meeting link
 - a. Please plan on joining the meeting at least 5 minutes early and mute your microphone.

ALL SUBMITTALS SHOULD BE LABELED ACCORDINGLY. PLEASE USE BELOW LABEL FOR YOUR CONVENIENCE.

Bid Number: 21003	Vendor Name: _____
Buyer: Yvette Albarran	Evoqua Water Technologies LLC
Bid Description: Calcium Nitrate for Public Works.	Deliver to: Lake County
*Bid Due Date: January 19, 2021 at 11:00 a.m. local time	ATTN: PURCHASING DIVISION 18 N. County Street – 9 th Floor Waukegan, IL 60085

*Please note: Responses are due at 11:00 a.m. local time on January 19, 2021. Please allow sufficient time for any technical issues you may have and upload your bid early. Please email Purchasing at purchasing@lakecountyl.gov to receive confirmation that we have successfully received your submissions.



SUBMISSION INFORMATION

Lake County Purchasing Division
 18 North County Street Ninth Floor-Admin
 Waukegan, Illinois 60085-4350
 (847) 377-2929

INVITATION: # 21003
 BID OPENING DATE: January 19, 2021
 TIME: 2:00 P.M. Local Time
 LOCATION: Lake County
 Attn: Purchasing Division
 18 N. County St. – 9th Floor
 Waukegan, IL 60085

E-Mail: purchasing@lakecountyil.gov

Access Bid Results:
<http://www.lakecountypurchasingportal.com>

Submit 1 electronic copy

ISSUANCE DATE: December 23, 2020
 BUYER: Yvette Albarran

INVITATION TO BID VENDOR INFORMATION

COMPANY NAME: Evoqua Water Technologies LLC
 ADDRESS: 2650 Tallevast Road
 CITY, STATE, ZIP CODE: Sarasota, FL 34243

CALCIUM NITRATE FOR LAKE COUNTY PUBLIC WORKS

Item #	Location	Est. Monthly Quantity	Per Gallon	Monthly Cost
1.0	Supply of Calcium Nitrate Storage System including associated monitoring, testing, optimization, service and inventory management.	3,000 gallons per month	\$ 3.28	\$9,840.00
TOTAL ANNUAL BID AMOUNT (Monthly Cost x 12 months)				\$118,080.00

NOTE TO BIDDERS: Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. Please be advised that any exceptions to these specifications may cause your bid to be disqualified.

If a bid includes any exceptions, Bidders must insert an "X" in the following box indicating a bid submission with exceptions. X

Bidder suggests the following substitutions, and will reduce this Bid in the amount shown for each accepted item.

Item Specified Substitution Amount to Reduce Bid
Supply of Calcium Nitrate - reduce per gallon price to \$3.21 per gallon if Lake County accepts excess umbrella insurance coverage of \$5M in lieu of required per project aggregate.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

PROMPT PAYMENT DISCOUNT: _____ % Net 30 DAYS

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: Company Name: Evoqua Water Technologies LLC
 Typed/Printed Name: Jennifer R. Miller Date: 1/18/21
 Title: V. P. & G. M. Telephone Number: 941-359-7930
 E-mail: municipalservices@evoqua.com Fax Number: 941-359-7985



evoQUA

WATER TECHNOLOGIES

January 18, 2021

Lake County
ATTN: PURCHASING DIVISION
18 N. County Street – 9th Floor
Waukegan, IL 60085

RE: BID NUMBER 21003 CALCIUM NITRATE FOR PUBLIC WORKS

Evoqua Water Technologies LLC confirms that our bid meets the requirements listed in the bid and Addendum #1 including but not limited to the below:

Requirements:

- Vendor must be able to supply a storage and feed system.
- Solution must be able to withstand the cold temperatures experienced in Northern Illinois.
- Vendor must be able to provide service and monitoring on this system.
- Vendor must be able to demonstrate how field monitoring and testing will assist in the regulation of daily dosing. Routine reports to owner expected.
- Maintenance, replacement of worn parts, and inspection of pump and control system performed by vendor.
- All parts and service are performed in a service agreement that is covered under the chemical cost.
- Monthly reporting outlining test results, feed adjustments, and equipment repairs made during the month.
- The scope of inventory management concerns the replenishment, carrying costs of inventory, asset management, inventory forecasting, quality management, replenishment.

Should you have any questions or require additional information, please feel free to contact me at 1-800-345-3982 or via email at municipalservices@evoqua.com

Sincerely,

Evoqua Water Technologies LLC

Jennifer R. Miller
V.P. & General Manager - Municipal Services

LAKE COUNTY - INVITATION FOR BIDS: TERMS AND CONDITIONS

1. **AUTHORITY.** This Invitation for Bids is issued pursuant to applicable provisions of the Lake County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Lake County Purchasing Department until the date and time specified, at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Lake County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certifications required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Lake Purchasing Division. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Lake reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or to accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has ninety (90) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsible bidder meeting specifications. The County reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.
9. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
10. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
11. **TAXES.** Lake County is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, Lake County is exempt from state and local taxes.
12. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number.
13. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
14. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
15. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the County, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.
16. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The County shall be entitled to recover its attorney's fees and expenses in any successful action by the County to enforce this contract.
17. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
18. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.
19. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
20. **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
21. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the County harmless from loss on account thereof.
22. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be found exclusively in the 19th Judicial Circuit Court, State of Illinois.

1. INTENT

It is the intent of Lake County to enter into a contract with a qualified vendor for the supply of Calcium Nitrate Storage system including the delivery of the chemical in bulk quantity to the site, associated monitoring, testing, optimization, service and inventory management.

2. BACKGROUND

Lake County is located in northeast Illinois, between the Chicago and Milwaukee metropolitan areas. Lake County is home to about 736,000 residents. Lake County is committed to open government and transparency, and the County Board's sound fiscal policies have allowed the County to maintain fiscal stability and to achieve AAA bond ratings from Standard & Poor's and Moody's.

3. AWARD

Lake County intends to award this contract to the lowest responsive and responsible bidder who is in compliance with the specifications, terms, conditions contained herein. The Contractor shall have specific experience supplying similar service to other customers with similar volume. Lake County reserves the right to request additional information subsequent to the bid date for evaluation purposes.

4. BID PRICE

The price bid for each location shall include all material costs, labor, equipment and training included but is not limited to all transportation charges to and from destination, including delivery.

- All current or future surcharges on fuel or any other commodity.
- All other overhead charges of every kind and nature.

5. SUBMITTALS

Original "Invitation to Bid" including signed form with Total Bid Amount.

- Electronic copy of the complete bid submission.
- Contractor Qualification Form.
- Reference Form.
- Statement of Sustainability.
- Addendum Acknowledgement Form.
- Vendor Disclosure Form.
- Vendor Certification Form.

6. COMPLETION OF FORMS

Contractor shall provide customer references, contractor qualifications, and a statement of sustainability on the forms provided herein. Please provide a list of customer references with a minimum volume comparable to Lake County.

7. DELIVERY CONDITIONS

All Items shall be shall be F.O.B. Destination. The term F.O.B. Destination shall mean delivered and unloaded at delivery sites within Lake County, with all charges for transportation and unloading paid by the Contractor. Any claim for loss or damage shall be between the Contractor and the carriers.

Quentin Road – Pump Station
21658 N. Quentin Road
Kildeer, IL 60047

8. TERM

This contract shall be in effect for a two (2) year period from the date of award. Lake County reserves the right to renew this contract, or any part of this contract, for three (3) additional one (1) year period(s), subject to acceptable performance by the contractor. At the end of any contract term, Lake County reserves the right to

extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the County to appropriate funds in future contract years.

9. TERMINATION

The County reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the County for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

10. VOLUME/ESTIMATED QUANTITY

County does not guarantee any specific amount and shall not be held responsible for any deviation. Lake County does not guarantee that the County will buy any or all estimated quantities or total amounts. This contract shall cover the County's requirements whether more or less than the estimated amount. All orders received by the Contractor during the term of the contract shall be filled in accordance with the terms and conditions set forth herein. Lake County reserves the right to add or delete locations to this contract. Pricing of additional locations will be negotiated with the Contractor.

11. ESCALATOR PROVISION

Prices throughout the initial term of the contract shall remain firm/fixed for the first two (2) year period. Written revisions after the first two (2) year period shall be submitted at least sixty (60) days in advance of the annual contract period. Requests must be based upon and include documentation of the actual change in the costs of the components involved in the contract and shall not include overhead and profit. Changes in the contract price shall be made in the amount of the actual change in Contractor cost or the percentage increase in the U.S. Average Consumer Price Index for the Midwest Urban - per category "All Items," whichever is less. Surcharges for fuel and/or other costs shall not be allowed. Manufacturer and/or Warehouse Distributor's price sheets or an equivalent document showing the new pricing may be considered sufficient documentation for a price increase. The County reserves the right to reject any price increase and to terminate the contract.

12. SUBSTITUTIONS

No substitutions will be allowed during the term of the contract without the express permission of the Lake County Purchasing Division. The Contractor may request permission to substitute items of equal or higher quality when sufficient inventories of an ordered item are not available for delivery within the time required by the using agency.

13. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: Lake County Specifications; Lake County General Terms & Conditions, Lake County Invitation for Bids Terms & Conditions and the Contractor's Bid Response.

14. PURCHASE ORDER AND PAYMENT

After the item(s) have been furnished to and accepted by the ordering agency, the Contractor shall submit a detailed invoice matching the items and prices of the bid, to the ordering agency for payment within thirty (30) days, in accordance with the Local Government Prompt Payment Act. Invoices shall be sent to the following address: **Lake County Public Work, 650 W. Winchester Rd., Libertyville, IL 60048**

15. UNBALANCED BIDDING

Bidders shall not submit a bid which contains irregularities of any kind, including unbalanced bids. By an unbalanced bid, it is meant that one or more separate items are substantially out of line with the current market price for the materials and/or work covered hereby. The County reserves the right not to award any items or to negotiate unit prices that appear excessive or unbalanced.

16. INSURANCE

All Contracts may be subject to change

The contractor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A-and provide the County with a Certificate of Insurance 15 days before the start of the project. , and thereafter annually for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

Workers Compensation (Coverage A) and Employers Liability (Coverage B) (if applicable)

Workers Compensation Insurance covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Contractor's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

Commercial General Liability Insurance (Required)

Commercial General Liability Insurance in a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in following coverage forms where exposure exists:

Premises and Operations,

Independent Contractors,

Products/Completed Operations

Liability assumed under an Insured Contract/Contractual Liability

Personal Injury and Advertising Injury,

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

Automobile Liability Insurance

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Contractor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;

The Contractor's insurance shall be primary in the event of a claim.

Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change;

Lake County shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to:

**Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085
Attn: RuthAnne Hall, Lake County Purchasing Agent**

Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Contractor.

17. HOLD HARMLESS CLAUSE

The Contractor agrees to indemnify, save harmless and defend Lake County, its agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of Lake County, its agents, servants, or employees or any other person indemnified hereafter.

18. ADDENDA

Any and all changes to the specifications and terms and conditions of this Bid are valid only if they are included by addendum issued by Lake County Purchasing. Bidders shall acknowledge addenda by signing the enclosed Addendum Acknowledgement form. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda as issued shall become part of the bid documents. It is the vendor's responsibility to check for addendums, posted on the website at <http://lakecountypurchasingportal.com> prior to the submittal due date. No notification will be sent when addendums are posted unless there is an addendum issued within three business days of the submittal due date.

19. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, please submit questions on our website at <http://lakecountypurchasingportal.com> by selecting the bid number and addendum link. Questions may also be submitted via email to purchasing@lakecountyil.gov. All questions shall be submitted no less than seven (7) days prior to the bid opening date. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

20. NON-ENFORCEMENT BY THE COUNTY

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the County, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

21. CHANGE IN STATUS

The Contractor shall notify Lake County immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. Lake County shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

22. JOINT PURCHASING

The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by other governmental units, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each governmental unit and the successful Bidder. The Bidder agrees that Lake County shall not be responsible in any way for purchase orders or payments made by the other governmental units. The Bidder further agrees that all terms and conditions of this Contract shall continue in full force and effect as to the other governmental units during extended terms. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between Bidders and governmental units shall be resolved between the immediate parties.

The Bidder and the other governmental units may negotiate such other and further terms and conditions to this Contract ("Other Terms") as individual projects may require. To be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful Bidder and the other governmental unit.

The Bidder shall provide the other governmental units with all required documentation set forth in the solicitation including but not limited to: performance and payment bonds, Certificates of Insurance naming the respective governmental unit as an additional insured and certified payrolls to the other governmental unit as required.

23. REPORTING REQUIREMENTS

All awarded vendors will identify and report the type of ownership— L/W/MBE, and/or not L/W/MBE for any work that they or their approved subcontractors will perform. In addition, Lake County requests that all awarded vendors provide an accounting of employees assigned throughout the term of the contract in regards to their home address and ethnicity. Lake County may use any data collected to report on potential of businesses and workers benefitting from County contracts.

Lake County launched a **Buy Local. Build Local. Work Local.** initiative in 2013 to increase the outreach and procurement opportunities for businesses located within Lake County, including women-owned businesses and minority-owned business enterprises (L/W/MBE). The overarching objective is to maximize participation from these businesses in the County's procurement process, in accordance with applicable law. The County will take all necessary and reasonable steps to assure that business enterprises defined as L/W/MBE shall have a fair opportunity to participate in County contracts. As part of its Economic Opportunity Program (EOP) commitment the County will make every effort to achieve the following objectives:

- (a) To ensure nondiscrimination in the award and administration of contracts;
- (b) To create a level playing field on which L/W/MBEs can compete fairly for contracts by providing any necessary training and assistance in bid preparation;
- (c) To ensure that the County's EOP is narrowly tailored in accordance with applicable law;
- (d) To establish a means for firms identifying themselves as L/W/MBEs to register for procurement opportunities and work cooperatively with contracted firms to report on measures that demonstrates the County's commitment to its EOP; and,
- (e) To help remove barriers to the participation of L/W/MBEs through notification of contract opportunities.

Successful proposers are encouraged to work with Workforce Development to post any and all opportunities for employment on County contracts. Lake County's Workforce Development mission is to foster and ensure the economic prosperity of the Lake County community by maximizing the potential of businesses and workers. As such, Workforce Development provides a key resource for job seekers and employers.

State law mandates an open and competitive bidding process and requires that publicly procured contracts be awarded to the lowest responsible and responsive bidder with no demonstrated preference based on the bidder's location, race and gender.

1. Purpose:

This product will be used at a pump station for Odor and Corrosion control in a sewer force main throughout the year.

2. Standards:

Solution should contain no hazardous substances as listed in 40 CFR 302. No fire or explosion hazard.

3. Requirements:

- Vendor must be able to supply a storage and feed system.
- Solution must be able to withstand the cold temperatures experienced in Northern Illinois.
- Vendor must be able to provide service and monitoring on this system.
- Vendor must be able to demonstrate how field monitoring and testing will assist in the regulation of daily dosing. Routine reports to owner expected.
- Maintenance, replacement of worn parts, and inspection of pump and control system performed by vendor.
- All parts and service are performed in a service agreement that is covered under the chemical cost.
- Monthly reporting outlining test results, feed adjustments, and equipment repairs made during the month.
- The scope of inventory management concerns the replenishment, carrying costs of inventory, asset management, inventory forecasting, quality management, replenishment.

4. Physical Characteristics:

- Freeze point (- 20 degrees F)
- Clear or brown solution;
- Nitrate Oxygen content 3.5lb/gal
- Odorless
- Solubility in Water ---- complete
- pH ---- (5 – 7 Std. Unit)

5. Delivery Locations:

- White Pine (Quentin Collections) Lift Station
20771 N. Rand Rd
Kildeer, IL
Delivery of 3,000 to 5,000 gallons per stop into bulk tank.

Facility Contact:

Des Plaines River Water Reclamation Facility 800 Krause Drive
Buffalo Grove, IL 60089
Plant Supervisor: Mr. David Landshof @ 847-377-4800

CONTRACTOR QUALIFICATIONS

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name and address of office from which this contract will be administered

Name Evoqua Water Technologies LLC

Address 2650 Tallevast Road
Sarasota, FL 34243

Phone 941-359-7930, Fax 941-359-7985

Project Manager Alan Armstrong

Years in Business 42 Number of Employees 4000 +
 (Minimum 5 years)

Annual Sales: >\$ 1B Dunn & Bradstreet 15-079-5342

List employees who will be dedicated to Lake County: (Attach additional pages as necessary)

Name	Position	# Years	Responsibility/Experience	Task
Ron White	Field Service Technician	38	Feed system O & M and optimization	
Alan Armstrong	Technical Sales Representative	1	Overall account management	
Greg Urbanowski	District Sales Manager	20+	Account Manager	

REFERENCES

List below other organizations (users of similar size and structure to Lake County preferred) for which these or other similar services have been provided:

Agency Name Please see attached
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____
Project Description _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____
Project Description _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____
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Telephone Number _____
Contact Person _____
Dates of Service _____
Project Description _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____
Project Description _____



eVOQUA
WATER TECHNOLOGIES

**CURRENT REFERENCE LIST
FOR BIOXIDE®**

- | | | |
|----|---|----------|
| 1. | Manatee County, Florida
Nickolas A. Wagner
(941) 792-8811 X5377 | 29 years |
| 2. | City of Phoenix, Arizona
Rojelio Estrella
(602) 262-1864 | 15 years |
| 3. | Sanitation District #1 Of Northern Kentucky
Phil Sebastian
(859) 414-2353 | 16 years |
| 4. | City of Virginia Beach
Jason Truitt
(757) 385-8677 | 15 years |
| 5. | Collier County, Florida
David Velasquez
(239) 253-7289 | 17 years |

SUSTAINABILITY STATEMENT INSTRUCTIONS

Lake County is committed to green and sustainable practices and good environmental stewardship. Consequently, we are asking Bidders to provide a Statement of Sustainability to ensure our vendors are also incorporating sustainability into their firms' practices.

INSTRUCTIONS

On the following Sustainability Statement form, provide a clear description of your firm's sustainable practices, policies, or procedures. These practices may include, but may not be limited to, the following categories and examples:

Waste Minimization within your office or facilities, such as a recycling programs, double-sided copying, electronic internal communications (i.e. memos), use of recycled-content materials and reusable cups, limiting printing, electronic document management, instituting green purchasing policies, using green cleaning supplies and practices, or reducing packaging in materials you procure or supply.

Energy Efficiency within your office, facilities, or firm, such as lighting retrofits, photo-sensor switches for lighting, effective use of daytime lighting, using Energy Star rated appliances or equipment, using an alternative fuel or having efficient fleet policies, an anti-idling policy, or indoor temperature management (i.e. turning the thermostat up in the summer and down in the winter).

Water Efficiency within the office, facilities, or firm, such as faucet or fixture retrofits, switching from individual bottled water to office water coolers or drinking fountains, and installing drought-tolerant landscaping.

Staff encouraged to adopt sustainable practices and supported by your firm through public transit benefits, bicycle accommodations, telecommuting options, support for green seminar attendance, becoming US Green Building Council LEED accredited, or creating an internal "green team."

Education of your staff about green practices, education of your business peers about your green accomplishments, education of your community by your sustainability, or notice of any environmental awards your firm has achieved.

CONTINUE TO NEXT PAGE

SUSTAINABILITY STATEMENT

Attach additional sheets if necessary.

Waste Minimization

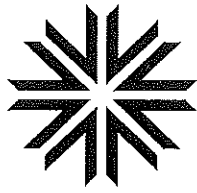
Please see attached sustainability report

Energy Efficiency

Water Efficiency

Staff

Education



Lake County

Addendum Acknowledgement #21003


The undersigned acknowledges receipt of the following addendum(s):

ADDENDUM #	SIGNATURE
1 - dated 1/4/21	

I have examined and carefully prepared the submittal documentation in detail before submitting my response to Lake County.

Bid Number: #21003

Company Name: Evoqua Water Technologies LLC

Authorized Representative: 
Signature

Authorized Representative: Jennifer R. Miller, V. P. & G. M.
Print

Date: 1/18/21

It is the vendor's responsibility to check for addendums, posted on the website at <http://lakecountypurchasingportal.com> prior to the submittal due date. No notification will be sent when addendums are posted unless there is an addendum within three business days of the submittal due date.

If the submittal has already been received by Lake County, vendors are required to acknowledge receipt of addendum via email to purchasing@lakecountylv.gov prior to the due date.

Submittals that do not acknowledge addendums may be rejected.

All responses are to be submitted in a sealed envelope. Envelopes are to be clearly marked with required submittal information.



VENDOR DISCLOSURE STATEMENT

Vendor Name:	Evoqua Water Technologies LLC		
Address:	2650 Tallevast Road, Sarasota, FL 34243		
Contact Person:	Jennifer R. Miller	Contact Phone #:	941-359-7930
Bid/RFP/SOI/Contract/Renewal:	Bid #21003		

Vendors wishing to contract with Lake County for goods and services in an amount greater than \$30,000 shall submit this form in advance of award. This disclosure statement is not required for utility companies regulated by the Illinois Commerce Commission or local units of government. Vendors shall disclose:

- A familial relationship between a Lake County elected official, department director, deputy director and manager and owners, principals, executives, officers, account managers or other similar managerial positions of the vendor's company. Familial relationship is defined as a spouse (including civil partner), child, stepchild, parent, stepparent, grandparent, in-laws (including parent, grandparent, sibling, or child), relatives and non-relatives living in the same residence, and offspring born to any aforementioned person.
- All political campaign contributions made by the vendor or an owner, principal, executive, officer, account manager, or other similar managerial position of the vendor to any county board member, county board chair, or countywide elected official within the last five years.

If there is nothing to report in a section, please state none in the appropriate space.

FAMILIAL RELATIONSHIPS

List names and departments/agencies of Lake County employees or public officials with whom owners, principals, or officers of the vendor's company have a familial relationship and the nature of the relationship. Attach additional pages as necessary. (Provide all names or state none in the space below. Do not leave blank.)

Name and Department/Agency of Lake County Employee/Public Official	Familial Relationship
None	

CAMPAIGN CONTRIBUTIONS

List campaign contributions that have been made within the last five years that exceed \$150 annually. Attach additional pages as necessary. (Provide all names or state none in the space below. Do not leave blank.)

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
None				

Continuing disclosure is required if information changes. This Vendor Disclosure Statement form is available at www.lakecountylvil.gov.

The full text of the County's Ethics and Procurement policies and ordinances are available at www.lakecountylvil.gov.

I hereby acknowledge that the information above is accurate and complete, that I am an authorized signer on behalf of the vendor, that I have read and understand these disclosure requirements, and that I agree to update this information if there are any related changes by submitting a new Vendor Disclosure Statement.

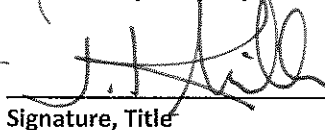
Authorized Signature:		Title:	V. P. & G. M.
Printed Name:	Jennifer R. Miller	Date:	1/18/21

Vendors must insert "x" in the following box indicating exception and provide a brief narrative for exception.

VENDOR CERTIFICATION FORM

Bid/RFP/SOI Number:		Bid #21003	
Vendor Name:		Evoqua Water Technologies LLC	
Address:		2650 Tallevast Road, Sarasota, FL 34243	
Primary Contact Name:		Jennifer R. Miller	
Primary Contact Email Address:		municipalservices@evoqua.com	
Primary Contact Phone Number:		941-359-7930	
Project Manager Name:		Alan Armstrong	
Project Manager Email Address:		alan.armstrong@evoqua.com	
Project Manager Phone Number:		941-313-0736	
# Years in Business:	42	Number of Employees:	4,000+
Annual Sales:	\$ >\$1B	Dunn & Bradstreet #:	15-079-5342
Vendor Certification Statement: Please identify all of the following that apply to the ownership of this firm. This information is collected for reporting purposes only and not vendor selection. Please include a copy of the certification. (Definitions are included on the second page of Vendor Certification Form).			
	Contractor certifies as a Minority – Business Enterprise (MBE)		
	Contractor certifies as a Women Business Enterprise (WBE)		
	Contractor certifies as a Veteran-Owned (VBE) Business Enterprise		
	Contractor certifies as a Persons with Disabilities Owned Business Enterprise (PDBE)		
	Contractor certifies as a Service-Disabled Veteran-Owned (SDVBE) Business Enterprise		
	Contractor certifies as a Business Enterprise Program (BEP)		
	Contractor certifies as a Small Disadvantaged Businesses (SDB)		
	Contractor certifies as a Veteran-Owned Small Business (VOSB)		
	Local Business		
<input checked="" type="checkbox"/>	None		
Other (Specify)			
Certification Number:			
Certified by (Agency):			

I certify that this information is accurate to the best of my knowledge and that I am authorized to provide this information on behalf of my company.


 Signature, Title

 V. P. & G. M.
 Printed Name, Title

Jennifer R. Miller, V. P. & G. M.
 Date

Vendor Certification Definitions

- **Minority-owned business (MBE)**
A business concern which is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it.
- **Woman-owned business (WBE)**
A business which is at least 51% owned by one or more women, or, in the case of a corporation, at least 51% of the stock in which is owned by one or more women; and the management and daily business operations of which are controlled by one or more of the women who own it.
- **Veteran-owned Business Enterprise (VBE)**
A small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Eligible Veterans.
 - Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.
 - Armed forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.
- **Persons with Disabilities Owned Business Enterprise (PDBE)**
A small business (i) that is at least 51 percent owned, controlled and managed by one or more Persons with a Disability; or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled, and managed by one or more Persons with a Disability.
 - Disability or Disabled means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.
- **Service-Disabled Veteran-owned Business Enterprise (SDVBE)**
A small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans.
 - Service-Disabled Veteran means an Eligible Veteran who has been found to have 10 percent or more service-connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.
 - Service-connected disability means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(16).
- **BEP – Business Enterprise Program**
Business Enterprise Program (BEP) BEP assists businesses owned by minorities, women and people with disabilities gain access to the State of Illinois procurement process. BEP certification with the State of Illinois can also open the door to opportunities with other public and private entities which are looking for diverse suppliers.
- **Small Disadvantaged Businesses (SDB)**
A Small Disadvantaged Business (SDB) is a small business owned and controlled by socially and economically disadvantaged individuals as defined by Federal Acquisition Regulation (FAR) 19.001.
- **Veteran-Owned Small Business (VOSB)**
A Veteran-Owned Small Business (VOSB) is a small business that is at least 51 percent owned by one or more veterans; or, if a publicly owned business, at least 51 percent of the stock is owned by one or more veterans. Also, one or more veterans control management and daily business operations of the firm.
- **Local business**
Lake County launched a Buy Local. Build Local. Work Local initiative in 2013 to increase the outreach and procurement opportunities for businesses located within Lake County, including women-owned businesses and minority-owned business enterprises (L/W/MBE). The overarching objective is to maximize participation from these businesses in the County's procurement process, in accordance with applicable law.



eVOQUA

WATER TECHNOLOGIES

Bioxide® Product Specifications

	SPECIFICATIONS
Description	Aqueous solution of stable, inorganic salts for biological enhancement, calcium ammonium nitrate double salt
H ₂ S Dosage Requirement	0.7 gallon/lb. dissolved H ₂ S
Weight/Gallon	12.1 - 12.2 lbs./gallon
Pounds of Nitrate Oxygen	3.5 pounds of nitrate-oxygen (NO ₃ -O) per gallon
pH	5 – 8
Freezing Point	<-20° C
Color	Clear to slightly turbid tan
Certifications	ISO 9001, 14001 and 45001
CERCLA Listing	Contains no CERCLA listed hazardous substances. BIOXIDE® is exempt from Federal DOT placard requirements.
Equipment Requirements	Compatible with storage tanks, piping and pumping equipment made of polyethylene, PVC, FRP or stainless steel.

BIOXIDE®THE NATURAL SOLUTION

BIOXIDE® is a biochemical process solution which controls odors and corrosion caused by hydrogen sulfide and other compounds in wastewater systems. It is safe to handle, and effective dosage will prevent atmospheric hydrogen sulfide from reaching toxic levels.

Proper dosage of BIOXIDE® treatment solution to a biosolids or a wastewater, as determined by Evoqua, provides for a population of beneficial bacteria which oxidize dissolved hydrogen sulfide and other reduced sulfur compounds as part of their metabolism.

By treating the hydrogen sulfide in the wastewater stream, the process prevents release of hydrogen sulfide into the air, reducing odors and corrosion.

The BIOXIDE® process has proven effective in many types of wastewater facilities, in widely varying flows, and in any kind of weather. Treatment is typically dosed into a collection system upstream from the problem facility. From a few selected points, the benefits will spread throughout the collection system. The process has been documented to reduce dissolved hydrogen sulfide from over 50 ppm to < 0.1 ppm in numerous wastewater collection force mains, wet wells and

gravity interceptors. Similar results have been achieved with BIOXIDE® treatment in sludge lagoons and storage tanks. Due to the biochemical nature of this process, complete sulfide removal is extremely cost effective in applications where extended detention times produce septic conditions. Regional distribution and service locations are in Temecula, CA; New Castle, DE; Sarasota, FL; Granite City, IL; and Cedar Park, TX.

BIOXIDE® as used throughout this document is a registered name owned by Evoqua Water Technologies LLC. When used in an AE process U.S. Patents #7,087,172.

SECTION 1: Identification

1.1. Identification

Product form : Mixture
Product name : Bioxide®, Bioxide® AE

1.2. Recommended use and restrictions on use

Recommended use : Water treatment chemicals
Restrictions on use : None known

1.3. Supplier

Evoqua Water Technologies
210 Sixth Avenue Suite 3300
Pittsburgh, PA 15222
T 724-772-0044
information@evoqua.com

1.4. Emergency telephone number

Emergency number : 1-800-424-9300

SECTION 2: Hazard(s) identification

2.1. Classification of the substance or mixture

GHS US classification

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

Full text of H statements : see section 16

2.2. GHS Label elements, including precautionary statements

GHS US labeling

Hazard pictograms (GHS US) :



Signal word (GHS US) :

Danger

Hazard statements (GHS US) :

H302 - Harmful if swallowed
H318 - Causes serious eye damage

Precautionary statements (GHS US) :

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

2.3. Other hazards which do not result in classification

No additional information available

2.4. Unknown acute toxicity (GHS US)

Not applicable

SECTION 3: Composition/Information on ingredients

3.1. Substances

Not applicable

3.2. Mixtures

Bioxide®, Bioxide® AE

Safety Data Sheet

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

Name	Product identifier	%	GHS US classification
Ammonium calcium nitrate double salt	(CAS-No.) 15245-12-2	50 – 60	Acute Tox. 4 (Oral), H302 Eye Dam. 1, H318

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

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

SECTION 4: First-aid measures

4.1. Description of first aid measures

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

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

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

4.3. Immediate medical attention and special treatment, if necessary

No additional information available

SECTION 5: Fire-fighting measures

5.1. Suitable (and unsuitable) extinguishing media

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

5.2. Specific hazards arising from the chemical

No additional information available

5.3. Special protective equipment and precautions for fire-fighters

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

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

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

6.1.2. For emergency responders

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

6.2. Environmental precautions

No additional information available

6.3. Methods and material for containment and cleaning up

- Methods for cleaning up : Soak up spills with inert solids, such as clay or diatomaceous earth as soon as possible. Shovel or sweep up and put in a closed container for disposal.
- Other information : Dispose of materials or solid residues at an authorized site.

6.4. Reference to other sections

For further information refer to section 13.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

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

Bioxide®, Bioxide® AE

Safety Data Sheet

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

7.2. Conditions for safe storage, including any incompatibilities

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

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Bioxide®, Bioxide® AE

No additional information available

Ammonium calcium nitrate double salt (16245-12-2)

No additional information available

8.2. Appropriate engineering controls

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

Environmental exposure controls : Avoid release to the environment.

8.3. Individual protection measures/Personal protective equipment

Hand protection:

Protective gloves

Eye protection:

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

Skin and body protection:

Wear suitable protective clothing

Respiratory protection:

In case of insufficient ventilation, wear suitable respiratory equipment

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state	: Liquid
Appearance	: clear.
Color	: Colorless tan
Odor	: odorless
Odor threshold	: No data available
pH	: 5 – 8
Melting point	: Not applicable
Freezing point	: -29 °C (-20 F)
Boiling point	: 103 – 105 °C
Flash point	: No data available
Relative evaporation rate (butyl acetate=1)	: No data available
Flammability (solid, gas)	: Not applicable.
Vapor pressure	: No data available
Relative vapor density at 20 °C	: No data available
Relative density	: 1.39 – 1.48 @ 20C
Solubility	: Soluble.
Partition coefficient n-octanol/water (Log Pow)	: No data available
Auto-ignition temperature	: No data available
Decomposition temperature	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available
Explosion limits	: No data available
Explosive properties	: No data available

Bioxide®, Bioxide® AE

Safety Data Sheet

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

Oxidizing properties : No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

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

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

No dangerous reactions known under normal conditions of use.

10.4. Conditions to avoid

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

10.5. Incompatible materials

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

10.6. Hazardous decomposition products

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

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity (oral) : Harmful if swallowed.
Acute toxicity (dermal) : Not classified
Acute toxicity (inhalation) : Not classified

ATE US (oral)	500 mg/kg body weight
Ammonium calcium nitrate double salt (15245-12-2)	
LD50 oral rat	300 – 2000 mg/kg
LD50 dermal rat	> 2000 mg/kg
ATE US (oral)	300 mg/kg body weight

Skin corrosion/irritation : Not classified
pH: 5 – 8
Serious eye damage/irritation : Causes serious eye damage.
pH: 5 – 8
Respiratory or skin sensitization : Not classified
Germ cell mutagenicity : Not classified
Carcinogenicity : Not classified
Reproductive toxicity : Not classified
STOT-single exposure : Not classified
STOT-repeated exposure : Not classified
Aspiration hazard : Not classified
Viscosity, kinematic : No data available
Symptoms/effects after eye contact : Serious damage to eyes.
Symptoms/effects after ingestion : May be harmful if swallowed.

SECTION 12: Ecological information

12.1. Toxicity

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

12.2. Persistence and degradability

No additional information available

Bioxide®, Bioxide® AE

Safety Data Sheet

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

12.3. Bioaccumulative potential

No additional information available

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

No additional information available

SECTION 13: Disposal considerations

13.1. Disposal methods

- Waste treatment methods : Dispose of contents/container in accordance with licensed collector's sorting instructions.
Product/Packaging disposal recommendations : Triple rinse empty containers with water prior to reconditioning.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Not applicable

Transport by sea

Not applicable

Air transport

Not applicable

SECTION 15: Regulatory information

15.1. US Federal regulations

Bioxide®, Bioxide® AE

SARA Section 311/312 Hazard Classes

Health hazard - Acute toxicity (any route of exposure)
Health hazard - Serious eye damage or eye irritation

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

This product or mixture is not known to contain a toxic chemical or chemicals in excess of the applicable de minimis concentration as specified in 40 CFR §372.38(a) subject to the reporting requirements of section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372.

15.2. International regulations

CANADA

Ammonium calcium nitrate double salt (15245-12-2)

Listed on the Canadian NDSL (Non-Domestic Substances List)

EU-Regulations

Ammonium calcium nitrate double salt (15245-12-2)

Listed on the EEC inventory EINECS (European Inventory of Existing Commercial Chemical Substances)

National regulations

Ammonium calcium nitrate double salt (15245-12-2)

Listed on the Korean ECL (Existing Chemicals List)
Listed on NZIoC (New Zealand Inventory of Chemicals)
Listed on the TCSI (Taiwan Chemical Substance Inventory)

Bioxide®, Bioxide® AE

Safety Data Sheet

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

15.3. US State regulations

California Proposition 65 - This product does not contain any substances known to the state of California to cause cancer, developmental and/or reproductive harm

SECTION 16: Other information

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

Revision date : 04/06/2020

Full text of H-phrases:

H302	Harmful if swallowed
H318	Causes serious eye damage

SDS US (GHS HazCom 2012)

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



TRANSFORMING WATER. ENRICHING LIFE.



2019
SUSTAINABILITY REPORT

TABLE OF CONTENTS

CEO LETTER

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LETTER FROM OUR CEO

At the core of our business, **we transform water and enrich life**. Evoqua is a clean water technology company that purifies water for our customers **to protect future generations**. This drives us in our work to help our customers meet their sustainability goals in how they use and reuse water.

As our communities face serious issues pertaining to human health and wellness as well as water quantity and quality, we continue to develop innovative solutions to help the world solve complex water challenges. We welcome the responsibility we have in furthering the mission of the United Nation's Sustainable Development Goals (SDGs), particularly SDG 6, Clean Water and Sanitation.

As you will see in our 2019 Sustainability Report, we are working hard to improve our internal sustainability in three key areas, those being continued good governance practices, the environment and playing our part in corporate social responsibility.

In the future, this report will grow with more depth, detail and transparency as we launch our internal mechanisms for managing our internal sustainability. To chart a path to become more sustainable, we



As our communities face serious issues pertaining to water quantity and quality, we continue to develop innovative solutions to help the world solve complex water challenges.



completed our first materiality assessment in 2019 with internal and external stakeholders to inform the creation of our sustainability goals.

We thrive on our high-performance culture where employees are driven by our mission to transform water and enrich life. Sustainability drives our business decisions to uphold transparent business practices, maintain a resilient business strategy, improve our environment and serve our employees and communities.

Our dedication to sustainability and our promise to "be better tomorrow than today is" deeply rooted at Evoqua. Please engage with us on our journey to help build a more sustainable water future for all.

Sincerely,

RON KEATING
PRESIDENT, CHIEF EXECUTIVE OFFICER,
MEMBER OF THE BOARD OF DIRECTORS



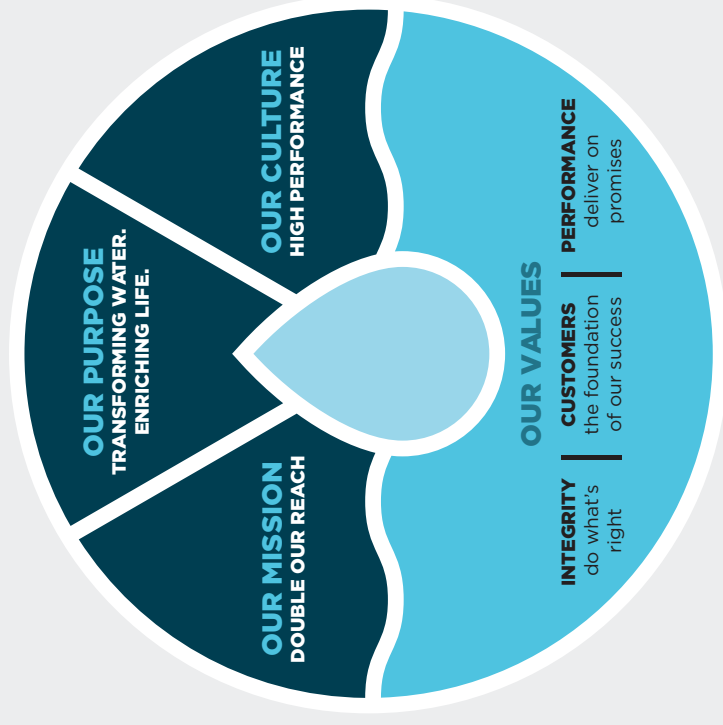
2019
OVERVIEW

WHO WE ARE



EVOQUA HAS THE REACH OF A GLOBAL BUSINESS WHILE EMBRACING AN ENTREPRENEURIAL SPIRIT.

Our innovative products have been solving the world's water problems for more than 100 years. Today, we are building on that strong history of success - **transforming water** for our customers and **enriching** the **lives** of consumers.



ABOUT EVOQUA: EXPANDING OUR IMPACT

As of September 30, 2019

~4,150

team members

163

locations

10

countries

\$1.44B

FY19 revenue

200+K

installations

Evoqua is a global leader in water solutions, headquartered in Pittsburgh, Pennsylvania. As of September 30, 2019, we had approximately 4,150 team members. We operate 163 sites located in the United States, Canada, the United Kingdom, the Netherlands, Germany, Australia, China, Singapore, India and Korea, including 19 manufacturing facilities, seven research and development facilities and 97 service branches.

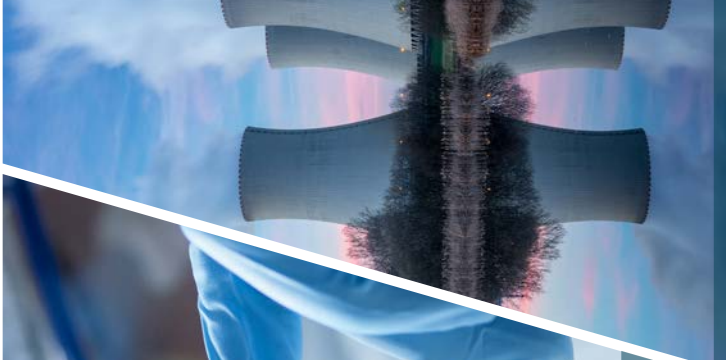
We are a small-mid cap company with \$1.44 billion in revenue for FY19. We are present in North America, Europe and Asia Pacific serving customers across municipal, industrial and commercial markets. For more information on our financials, see our 2019 [Annual Report](#) on Form 10-K for the year ended September 30, 2019, as filed with the Securities and Exchange Commission (SEC), our other periodic reports filed with the SEC and our annual report available on our [website](#).



Healthcare & Pharma



Microelectronics



Power



Wastewater



Commercial & Institutional



Refining & Chemicals



Drinking Water



Manufacturing



Food & Beverage



Aquatics & Pools

HIGHLIGHTS OF OUR PROGRESS IN SUSTAINABILITY



REDUCED
WATER
USAGE BY
26%^[1]

Five of our primary locations reduced their water usage by 26% since FY17.



RENEWABLE
ENERGY TO
POWER 5,000
HOMES^[2]

Our anaerobic digestion systems produce enough clean renewable energy to meet the needs of over 5,000 homes/day.



WALKED 2,500
MILES TO
RAISE FUNDS
FOR CHARITY

Evoqua employees walked 2,500 miles to raise funds for the organization, *charity: water*. This is the distance from San Francisco, CA to New York, New York.

[1] This covers our facilities in Colorado Springs, Colorado; Holland, Michigan; Tewksbury, Massachusetts; Thomasville, Georgia; Union, New Jersey.

[2] Evoqua Water Technologies' anaerobic wastewater treatment systems produce approximately 540,000 m³ per day of biogas at installations around the world. This is utilized to produce an estimated 2,000,000 kWh of heat and 170,000 kWh of electricity every day. This estimate is based on average home electricity usage provided by the U.S. Energy Information Administration.

HIGHLIGHTS OF OUR PROGRESS IN SUSTAINABILITY

DONATE



**DOUBLED
OUR IMPACT**

We nearly doubled our charitable donations to non-profits working in education, science, social or humanitarian efforts from FY18.



**BOARD
DIVERSITY**

In February 2020, our Board elected Lisa Glatch, an executive with extensive experience in energy, chemicals and infrastructure, as our Board's newest member. Evoqua continues to focus on board diversity. Learn more about the diversity of our board on page 50.



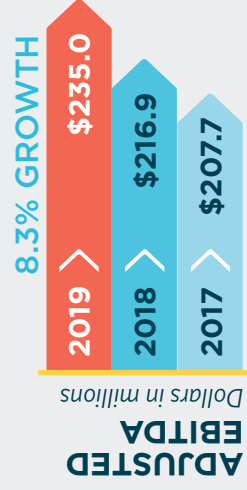
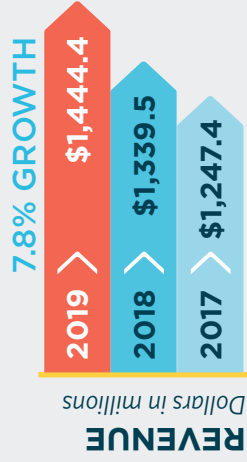
**SUCCESSFULLY
PREVENTING
CORRUPTION**

Our Anti-Corruption Policy is highly rated by ESG investor rating agencies such as MSCI, Sustainalytics and ISS.

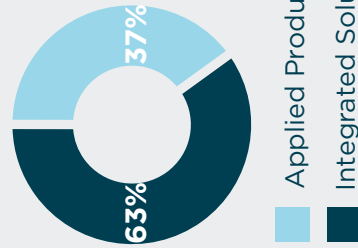
CREATING VALUE FOR OUR STAKEHOLDERS



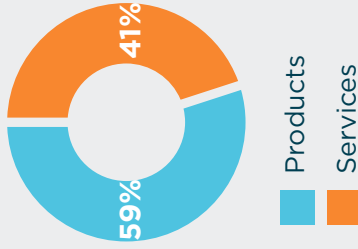
FY2019 FINANCIAL OVERVIEW



REVENUE BY SEGMENT



REVENUE BY TYPE



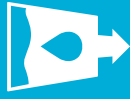
INVESTING IN INNOVATION

In FY19, we acquired ATG-UV Technology Limited, a leading manufacturer of ultraviolet (UV) light disinfection systems used in a wide range of municipal, aquatics and industrial applications. Since 2016 we have acquired four UV and ozone technologies companies to expand our reach into chemical-free disinfection.

THE CHALLENGES OF WATER



6 CLEAN WATER AND SANITATION



Water scarcity, emerging contaminants in water and climate change are growing concerns around the world. In combination with urbanization and population growth, our available water resources are under stress.

We can all have a meaningful part in helping to build a more sustainable water future for all. Evoqua is committed to ensuring safe, clean and reliable water quality and quantity. Since the role water plays in our daily lives can often go unnoticed, we work to increase awareness of the issues facing our water systems and infrastructure by actively participating in programs such as Imagine a Day Without Water, Value of Water Campaign, and World Water Day

A close-up photograph of a young child with dark skin and curly hair, looking intently at a public water tap. The child's hand is cupped under the running water, and a small amount of water is dripping from their fingers. The background is a soft, out-of-focus green, suggesting an outdoor setting. The text is overlaid on the lower right portion of the image.

**EVOQUA
RECOGNIZES
THAT WATER IS
A FUNDAMENTAL
HUMAN RIGHT**

Evoqua supports Water-4-Nations, whose mission is to bring clean and safe drinking water to communities in Haiti.



**EVOQUA WORKS
WITH NUMEROUS
LOCAL AND GLOBAL
ASSOCIATIONS TO
PARTICIPATE IN BROAD
DISCUSSIONS ON
WATER ISSUES AND
SOLUTIONS**

OUR ORGANIZATIONAL PARTNERS



MEMBERSHIP ORGANIZATIONS

- » American Water Works Association
- » British Water Membership
- » Chartered Institution of Water and Environmental Management / Water UK
- » National Rural Water Association
- » U.S. Water Alliance
- » Water & Wastewater Equipment Manufacturers Association
- » Water Environment Federation
- » WaterReuse Association

MATERIALITY AND OUR APPROACH



To chart a path to become more sustainable, we completed our first materiality assessment in the summer of 2019. This assessment focused on understanding the key aspects of sustainability that are important to our stakeholders. We interviewed and surveyed over 500 stakeholders from seven internal and/or external stakeholder groups.

The findings led us to two frames of reference for thinking about sustainability at Evoqua:

1. **Our Handprint:** enabling our customers to become more sustainable through our solutions and service offering
2. **Our Footprint:** Evoqua's responsibility to become more sustainable in our internal operations

As an outcome of our materiality assessment, we developed a Sustainability Steering Committee overseen by our CEO and other members of our Executive Leadership Team to focus on five areas: social factors, corporate governance, internal environmental footprint, corporate social responsibility and innovation. The following table explains our goals that came from the materiality process.

Our current goals are broad and look at sustainability holistically. In FY20 and FY21 we plan to create more concise corporate-level goals matched by localized action at our numerous sites and business segments.

GOALS FROM OUR MATERIALITY ASSESSMENT



GOAL	WORK GROUP ACTIONS
Help our customers improve their sustainability performance for water, energy and waste	Explore product innovation by forming a innovation working group to increase the sustainability of our products
Lessen the environmental impact of our internal operations	Focus on our internal environmental footprint by forming a focused working group to track our impact
Help our employees, partners and communities thrive	Enhance our social sustainability with our employees, suppliers and our communities within a social factors working group
Ensure we have the best-in-class business ethics and governance practices	Continue to build on our good business ethics and corporate governance
Improve the communities in which we work	Enhance our external outreach for corporate social responsibility through an external outreach work group





**ENVIRONMENTAL
STEWARDSHIP**

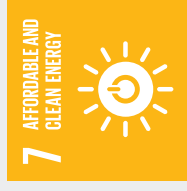
WE HELP OUR CUSTOMERS MEET THEIR SUSTAINABILITY GOALS



As a trusted advisor to our customers, we are dedicated to bringing awareness to sustainability issues they face. We serve the needs associated with water quality and quantity in applications such as emerging contaminant removal, wastewater treatment and water reuse. Our solutions and services enable customers to reduce the strain on freshwater resources.

We are dedicated to helping our customers meet their sustainability goals. While SDG 6 is where our largest impact lies, we also help our customers meet other SDGs, including SDG 3, 7, 9, 12 and 13.

We help our customers achieve their sustainability goals and are well positioned to do so in the future as the world moves towards a circular and sustainable economy. Our offerings are aligned with the United Nations Sustainable Development Goals (SDGs), allowing us to help our customers create a more sustainable future.



ENERGY

Our anaerobic digestion technology produces enough energy to meet the electricity needs of the equivalent of 5,000 American homes per day^[1]



SMART WATER

Our **Water One**® platform provides customers with reliable water quality and quantity when they need it through a digitally-enabled, proactive service model.

[1] Evoqua Water Technologies' anaerobic wastewater treatment systems produce approximately 540,000 m³ per day of biogas at installations around the world. This is utilized to produce an estimated 2,000,000 kWh of heat and 170,000 kWh of electricity every day. This estimate is based on average home electricity usage provided by the U.S. Energy Information Administration.

WE HELP OUR CUSTOMERS MEET THEIR SUSTAINABILITY GOALS



HEALTH AND WELLNESS

Disinfection and sanitation are critical to hospitals, laboratories and food processing operations. Evoqua's advanced services and technologies, offer reliable solutions worldwide.



CIRCULAR ECONOMY

Water reuse and recycling technologies, such as UV disinfection systems, help to provide a safe alternative water supply and reduce strain on fresh water resources.



CLIMATE CHANGE

Evoqua has one of the largest fleets of temporary and rapid response mobile units in North America, ready to provide clean water when and where it is needed most.



DELIVERING SOLUTIONS TO THE WORLD'S MOST PRESSING ISSUES



3 GOOD HEALTH
AND WELL-BEING



PFOA and PFOS removal in Kennebunkport

SOLUTION

Granular Activated Carbon (GAC) lead-lag system using enhanced coconut-based carbon

RESULTS

The installed system removes PFAS to non-detect levels and delivers up to 160% longer bed life compared to the coal-based alternative (bituminous GAC) resulting in up to 40% lower life cycle costs.

OUR ROLE

- « Provide healthy and safe drinking water
- « Solve for emerging contaminants

>> [Click here](#) to read full case study

13 CLIMATE
ACTION



Rapid response mobile solution for Apache Junction

SOLUTION

Mobile clarification and horizontal filtration technologies

RESULTS

Apache Junction was on a quickly approaching deadline of being able to provide potable water for the city's 19,000 residents.

Evoqua was able to meet the 2-week delivery and start-up time to fulfill capacity requirements, quality specifications and meet the needs of the residents.

OUR ROLE

- « Mitigate the effects of extreme weather with rapid response units

>> [Click here](#) to read full case study

12 RESPONSIBLE
CONSUMPTION
AND PRODUCTION



Municipal wastewater reused for industrial plant to reduce local water stress

SOLUTION

Enhanced ultrafiltration and reverse osmosis system with continuous online monitoring

RESULTS

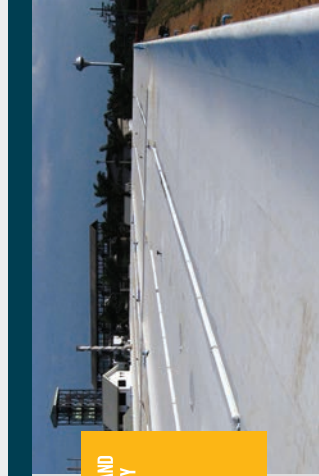
The municipal wastewater was able to be used within the plant even with variable feedwater quality. This aided in reducing local water stress.

OUR ROLE


- « Products and services for water reuse
- « Services that prolong product life
- « Products for efficient nutrient capture

>> [Click here](#) to read full case study

DELIVERING SOLUTIONS TO THE WORLD'S MOST PRESSING ISSUES

7 AFFORDABLE AND
CLEAN ENERGY



ThaiBev replaced over 80% of heating needs with green energy captured on site

SOLUTION
Provided full-scale ADI anaerobic digestion systems to treat molasses stillage at five different ThaiBev locations in Thailand

RESULTS
The primary purpose was to generate biogas as a means of reducing fossil fuel energy costs. The anaerobic digestion systems replaced over 80% of the energy needed for heating.

OUR ROLE
« Products that reduce energy usage
« Products that capture biogas

>> [Click here](#) to read full case study



9 INDUSTRY, INNOVATION
AND INFRASTRUCTURE




St. Luke's Hospital receives dependable water with proactive Water One® service

SOLUTION
Water One service combines remote monitoring and fast, local service to ensure reliable and consistent water quality


RESULTS
The continuous digital monitoring mitigates risk, automates tank exchanges and minimizes system downtime.

OUR ROLE
« Integrated system for water, energy, product and service efficiency

>> [Click here](#) to read full case study



3 GOOD HEALTH
AND WELL-BEING



Recovery of potable water from a PFOA contaminated well in Stratmoor Hills

SOLUTION
Ion selective IX resin helped Stratmoor Hills Water District solve an urgent PFC contamination problem and meet its customers' drinking water needs

RESULTS
Stratmoor Hills Water District was able to remove contaminants to nearly non-existent levels and distribute safe water to municipal customers.

OUR ROLE
« Provide safe and healthy drinking water
« Solve for emerging contaminants

>> [Click here](#) to read full case study

SUSTAINABILITY IS A COLLABORATIVE EFFORT



INDUSTRY

Aquatics and Pools

LOCATION

Atlanta, Georgia, USA

TECHNOLOGY

Sand Filter

RESULT

Saving nearly \$1.5M by reusing more than 99% of 10M gallons



Preserving water—the world’s most valuable resource—is at the heart of everything we do at Evoqua. Each year, we’re excited to honor an organization that prizes sustainability as much as we do. Georgia Aquarium’s extraordinary LSS processes have made it a water savings hero, and we’re proud to be part of its efforts to enrich life through smart water use.

RON KEATING | EVOQUA CEO



Evoqua named Georgia Aquarium the recipient of the **Evoqua Water Sustainability Award for 2019**. The award recognizes excellence in water stewardship, including companies using new or existing technologies in innovative, sustainable ways and companies that have made significant strides in water efficiency.

For the second year, Evoqua employees nominated companies from among its 38,000-customer base for their sustainability efforts to treat, re-use, and conserve water. Other companies shortlisted for the award included Johnson & Johnson and Phillips66.

CASE STUDY: GEORGIA AQUARIUM

CLIENT

Georgia Aquarium, the largest aquarium in the Western Hemisphere, has been committed to work on behalf of all marine life through education, preservation, exceptional animal care and research across the globe since its opening in 2005. Located in Atlanta, Georgia, the Aquarium’s mission is to be an entertaining, educational and scientific institution featuring exhibits and programs of the highest standards. To achieve that, Georgia Aquarium needed a reliable, effective water treatment system—and turned to Evoqua’s Neptune-Benson solutions to provide it.

In 2005, Evoqua’s Neptune-Benson® provided over 150 fiberglass high-rate sand filters to process the facility’s then-8 million gallons of fresh and marine water. This water is home to more than 100,000 animals, representing 500 species from around the world. When the Aquarium opened its second phase of habitats in 2010, Neptune-Benson supplied four high-rate sand filters for the penguin and sea otter exhibits. In 2011, 22 fiberglass high-rate sand filters were added for the new dolphin expansion. With each exhibit, Evoqua’s Neptune-Benson steel and fiberglass filters were custom engineered and fabricated to suit the unique needs of Georgia Aquarium.

SUSTAINABILITY IS A COLLABORATIVE EFFORT



CASE STUDY: GEORGIA AQUARIUM

CHALLENGE

Georgia Aquarium needed a supplier for its life support systems (LSS) processes - which involve the upkeep of water and associated filtration systems to ensure water is both clean and healthy. LSS systems consist of a combination of sand filtration, protein skimming and ozone disinfection. The Aquarium sought a water filtration system that would boost its ability to treat and reuse water within exhibits. Saving water was key for Georgia Aquarium, since producing artificial seawater is expensive at 14 cents a gallon. Additionally, Georgia Aquarium's commitment to sustainability required a solution that would allow for more water reuse to meet their sustainability goal. To help fulfill its LSS needs, Georgia Aquarium turned to Evoqua's Neptune-Benson as a trusted partner.

SOLUTION

The LSS team at Georgia Aquarium developed a process of denitrification using fiberglass-reinforced plastic vessels, custom-built by Evoqua's Neptune-Benson, that house beneficial bacteria. This process reduces nitrates that form in the Aquarium's 6.3-million-gallon Ocean Voyager exhibit, and one of the largest indoor aquatic habitats in the world. Evoqua's Neptune-Benson supplied almost 100 sand filter vessels and 10 million gallons of artificial seawater to support the Aquarium's LSS processes.

RESULTS

Georgia Aquarium's water filtration system supplied by Evoqua's Neptune-Benson has successfully created a healthy balance of bacteria for its water habitats and allowed the Aquarium to save millions of dollars, and water consumption, through efficient water reuse. A recent study conducted by the Georgia Institute of Technology discovered that the types of bacteria found in Georgia Aquarium patented denitrification process, using custom Neptune-Benson fiberglass vessels, are nearly identical to those found in applicable natural marine settings. This means that the bacteria can naturally remove nitrates from the Aquarium's water, which leads to a significant reduction in wastewater and make-up water, contributing to Georgia Aquarium's sustainability goals. By reducing wastewater and make-up water, Georgia Aquarium avoids needing to replace vast quantities of water. Due to the cost of producing artificial seawater and the amount of water used within these exhibits, the filtration systems have the potential to save Georgia Aquarium nearly \$1.5 million annually by reusing more than 99% of the 10 million gallons of water in all its exhibits across seven major galleries.



An aerial photograph of a lush, green landscape. A winding river flows through the center, surrounded by dense forest and a golf course. The text is overlaid on the upper portion of the image.

**WE WORK
TO RESPONSIBLY
ENSURE OUR
OPERATIONS
LESEN OUR
IMPACT ON THE
ENVIRONMENT**

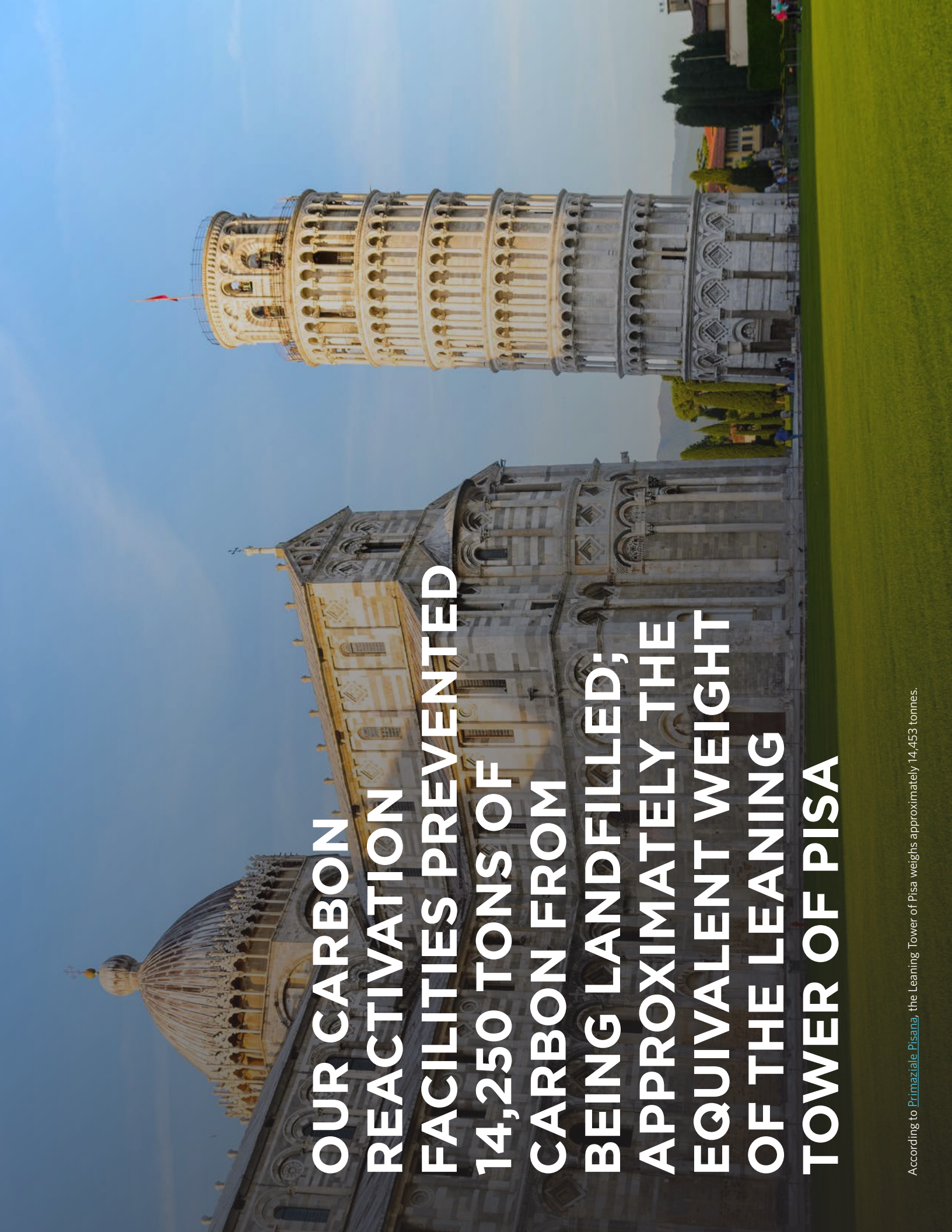
OUR ENVIRONMENTAL IMPACT FROM OPERATIONS



Every day we help our customers lessen their environmental impact with our products and services. We also work internally to ensure we are operating responsibly in a way that lessens our impact on the environment. Our CEO-endorsed [Environment Health and Safety and Sustainability Policy](#) (EHS&S), highlights our corporate commitment to sustainability. Our company-wide Environmental Management System helps to ensure we protect the environment in our operations. We are committed to monitoring and reporting our performance and performing better tomorrow than today by continuing to baseline our metrics and set new KPIs and targets over FY20. We will continue to report our environmental performance in our Sustainability Reports and consult with our stakeholders.

All our locations are governed by an environmental system (EMS) and our larger eight sites maintain their ISO 14001

certifications. Our EMS has internal objectives, targets and deadlines with assigned roles to various employees and a monitoring program in place. We track our EMS performance records internally, conduct internal audits regularly and external audits periodically to ensure performance of our EMS. At the corporate level, we have trainings for employees in our EMS which is more robust at sites with certification. We have an awareness program at sites for visitors that is communicated to contractors and visitors through site brochures. As outlined in our company EHS&S Policy, we aim for 100% compliance with all environmental regulations and permits. When environmental concerns from our operations do arise, we take immediate corrective action to work with our stakeholders to resolve them. We have an internal and external communications process in place for environmental management issues.



**OUR CARBON
REACTIVATION PREVENTED
14,250 TONS OF
CARBON FROM
BEING LANDFILLED;
APPROXIMATELY THE
EQUIVALENT WEIGHT
OF THE LEANING
TOWER OF PISA**

According to [Primaziale Pisana](#), the Leaning Tower of Pisa weighs approximately 14,453 tonnes.

SUSTAINABILITY IN OUR OPERATIONS



Commercial LED Lighting is on the list of the top actions we can take to reduce climate change according to Project Drawdown.

Five of our larger manufacturing facilities have made a dedicated effort to be more sustainable in their operations. Pages 27 - 29 contain highlights from these five sites; Colorado Springs, Colorado; Holland, Michigan; Tewksbury, Massachusetts; Thomasville, Georgia.

COLORADO SPRINGS, CO, USA

LED lighting was installed in 75% of the building and 100% of parking lot.

Colorado Springs utilized the permaculture technique of xeriscaping to repurpose all ballast rock from their roof renovation. Thirty percent of the existing lawn is now xeriscaped which produced a 15% water savings.

TEWKSBURY, MA, USA

In addition to upgrading to LED lighting in FY18, the Tewksbury location installed occupancy sensors in the warehouse and manufacturing areas in FY19 which have reduced the use of LED high bay lighting by 30%. With the installation of the high-bay sensors and elimination of some 3-phase power supplies, Tewksbury reduced their electricity usage from the previous year by 10-14%. See lighting comparison image on the next page.

THOMASVILLE, GA, USA

Our Thomasville location replaced 200 wood pallets with plastic pallets, which last four times longer.

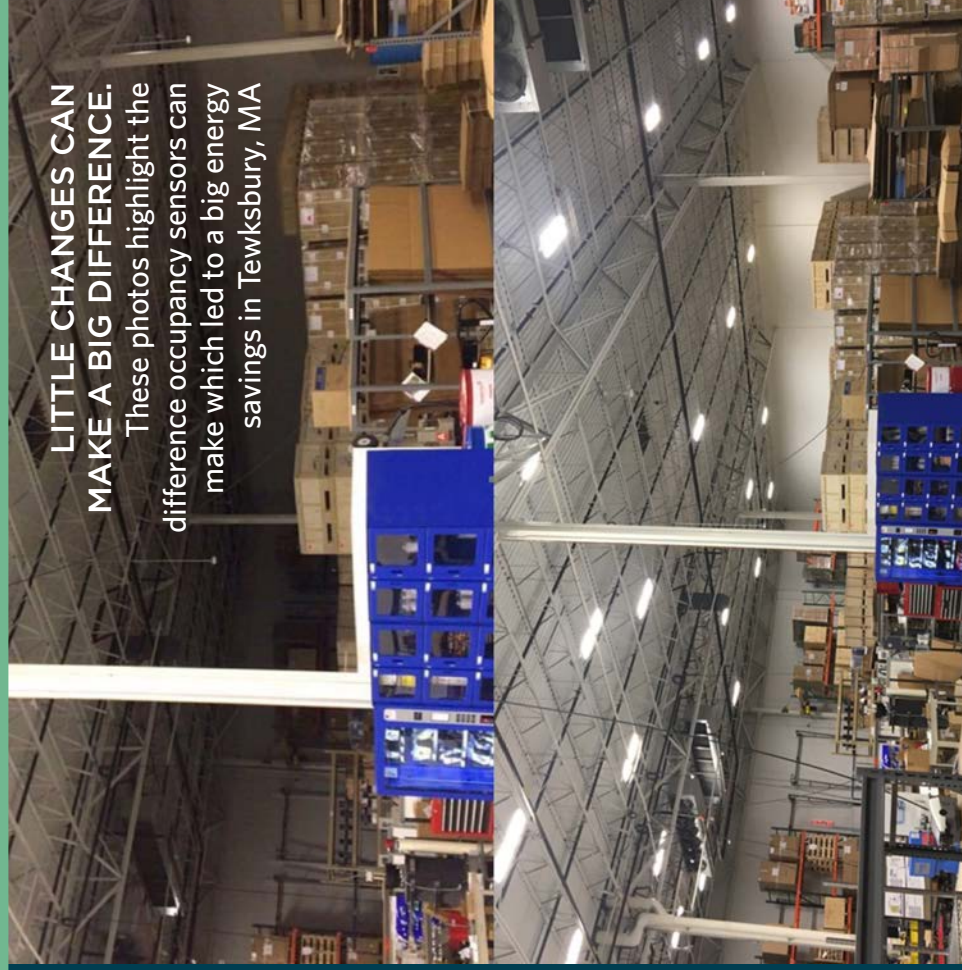
This location also converted 50 shop lights to LEDs, which led to a total cost savings of \$18,000 and a reduction of approximately 180,000 kwh.

Project Drawdown[®] is a nonprofit organization that seeks to help the world reach "Drawdown"—the future point in time when levels of greenhouse gases in the atmosphere stop climbing and start to steadily decline.

SUSTAINABILITY IN OUR OPERATIONS



**LITTLE CHANGES CAN
MAKE A BIG DIFFERENCE.**
These photos highlight the
difference occupancy sensors can
make which led to a big energy
savings in Tewksbury, MA



WATER USAGE (gallons per employee)



FY17-FY19
26%
reduction

ELECTRICITY USAGE (Kwh per employee)



FY17-FY19
6%
reduction

This covers our facilities in Colorado Springs, Colorado; Holland, Michigan; Tewksbury, Massachusetts; Thomasville, Georgia; Union, New Jersey.

SUSTAINABILITY IN OUR OPERATIONS



On average,
for every 1 ton
**we sent to**
a landfill,
we sent 2.2 tons
**to a recycling**
facility
to be made into something new.*

*This data is from five of our larger manufacturing facilities located in Colorado Springs, Colorado; Holland, Michigan; Tewksbury, Massachusetts; Thomasville, Georgia; Union, New Jersey.



Evoqua continues to expand the development, monitoring, and reduction strategy of our overall environmental footprint. In FY20 we are seeking opportunities to reduce the idling rate of our roughly 1,200 vehicle fleet.



We have a role to play in the circular economy. Our carbon and resin reactivation services allow our customers to reduce waste and carbon footprint by regenerating spent resin and reactivating spent carbon so that they can have a new life and purpose that doesn't include a landfill. Activated carbon is used to remove taste, odor and organics from municipal drinking water and removes chlorine for industrial processes. Our carbon reactivation facilities in FY19 alone, prevented our customers from landfilling 14,250 tons of spent carbon.



**OUR
PEOPLE**

HEALTH AND SAFETY



Our corporate EHS team closely monitors our program through monthly performance reviews at the executive level; our CEO and other leadership review every recordable accident; quarterly Operations Review meetings and Board of Director reports; daily interactions with operations' leaders; routine reviews of key performance indicators; and regular facility audits to verify compliance.

The majority of our physically active employees work in manufacturing sites or on customer sites, primarily handling products and materials. The primary safety risks identified through analysis of historical safety data and our internal risk assessments are: slips, trips and falls; strains and sprains; and body parts in the line of fire.

We have implemented targeted programs to ensure employees receive initial training, followed by refresher training regularly. We also cover and reinforce hazard awareness for slips, trips and falls; strains and sprains; and body parts in the line of fire in our employee safety orientation, routine in-person and online safety training, safety alerts and messages, monthly safety calls, and our corporate-wide newsletters.

In addition, the majority of our sites have EHS committees that are responsible for investigating and reviewing accidents and communicating safety issues. All of our divisions hold monthly calls to review safety issues. Our operating guidelines and procedures are relevant for our industry.



HEALTH AND SAFETY



Our prevention activities enabled us to

reduce our total accidents by

14%

from FY18 to FY19, surpassing our target by 10%

Safety is embedded in Evoqua's core values. Evoqua considers EHS to be an organizational responsibility that is integral to our success. The safety of our employees, and anyone who visits our locations, is our top priority.

Each year, Evoqua renews our commitment to safety with our EHS and Sustainability Policy, which is signed by our CEO. It states we "will provide our solutions, products and services in a safe, environmentally sound and socially responsible manner."

We maintain an EHS program focused on work environments where each employee is enabled, empowered and embraces personal accountability for protecting their health and safety, as well as that of their co-workers. Every employee is empowered to:

- » Perform a Safe Performance Self-Assessment when they begin work.
- » Follow Standard Work Instructions for the job they are performing.
- » STOP WORK when they have a concern or see the potential for injury.

HEALTH AND SAFETY



To maintain employee safety and to reduce our vehicle incident rates,

1,200 employees who drive and/or fuel Evoqua vehicles **participated in driver safety training in FY19.**

Our driver safety program has become standard for our internal fleet as a part of Learning and Development.

Through our Incident Report & Investigation program, which includes executive oversight, we have established reporting procedures for work-related injuries and significant non-injury losses that are focused on:

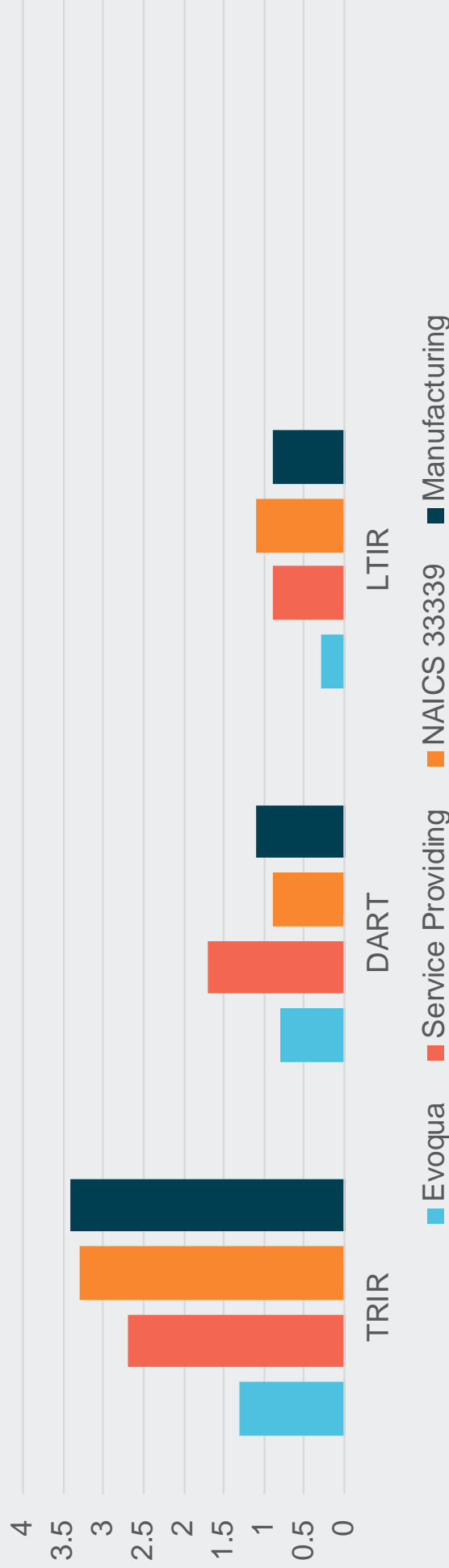
- » Ensuring prompt medical care for injured employees.
- » Providing for accurate and timely reporting of incidents within the organization and to governmental agencies (as required).
- » Providing management with the tools to determine the root causes of incidents, implement corrective and preventive actions to prevent their recurrence, and share this knowledge throughout Evoqua.

Evoqua manages an EHS management system that aligns with the basic elements of the ISO 14001:2015, and OHSAS 18001:2007.

EHS INDUSTRY COMPARISON



COMPARISON OF EVOQUA INCIDENT RATES WITH INDUSTRY AVERAGES



While our safety metrics are below the industry averages, we hold ourselves to higher standards and remain vigilant in lowering these rates.

Total Recordable Incident Rate (TRIR), Days Away from Work, Days of Restricted Work Activity, Days of Job Transfer (DART), Lost Time Incident Rate (LTIR), North American Industry Classification System (NAICS)

DIVERSITY AND INCLUSION



To attract diverse talent, we use targeted recruitment methods that are aimed to bring in talent from across industries, background and lived experiences.

WE EMBRACE DIVERSITY AND INCLUSION

We aim to empower all employees to succeed. [Our Code of Ethics and Business Conduct](#) outlines that we do not tolerate discrimination in our hiring or promotional practices based on race, color, creed, religion, national origin, ancestry, sex, age, physical or mental disability, marital status, pregnancy, genetic information, sexual orientation, gender identity, veteran, marital or military status or any other category protected under federal, state, local or applicable national and international law. This applies to employment, supplier and external partner decisions.

In FY19 we conducted a Global Leadership Gender and Pay Analysis. The results were reviewed with our senior leadership. This analysis included a review by function and level, as well as STEM education levels, to correlate fair share diversity. While the analysis provides a macro view of pay equity, it does not account for individual circumstances, such as job titles, education and experience. From the analysis, we found that at a macro scale, we have relative pay equity across the genders of the groups surveyed. We have a global family architecture in place for all employment positions, and we conduct frequent checks to ensure we are reaffirming our long-term commitment to fairly compensating all our employees.

ENABLING EMPLOYEES FOR SUCCESS



A total of 98 managers have completed our **Leading at Evoqua** training through December 2019

Our success depends on our ability to attract, engage and retain a diverse group of employees. Our research shows that many of our employees chose Evoqua because we have a rich 100-year history of solving the world's most pressing water issues through our mission: **Transforming Water. Enriching Life.**

In line with our culture, we work to **enable** employees to grow from within and develop their own interests in line with their career paths. Our Leading at Evoqua and Employee Learning programs provide support that can help them achieve their goals.

Leading at Evoqua is a customized six-month development program for managers. As part of a cohort managers build leadership capabilities that help them maximize employee and team success to drive bottom-line performance. Members of our Executive Leadership Team actively engage with participants during the learning experience, providing valuable insights on our strategy and leadership best practices that embody our **High Performance Culture**. We have developed a culture that is highly **enabled** to deliver, **empowered** to succeed and **accountable** to lead.

ENABLING EMPLOYEES FOR SUCCESS

EMPLOYEE LEARNING

At Evoqua, we believe there is no one-size fits all approach to learning, and that most learning happens in the workplace through special projects, rotational programs, problem-solving opportunities, and job shadowing. These opportunities allow employees to learn new skills and gain experiences they can leverage throughout their careers. We follow a 70-20-10 model where 70% of employee learning is on the job, 20% through social learning and 10% through structured learning.

FLEXIBLE SELF-MANAGED TIME OFF

We are always looking for opportunities to differentiate the programs and benefits that we offer to our employees. As an added benefit to our full-time exempt employees, we offer flexible self-managed time off. This enables our employees to take the time they need when they need it.

WHAT IT MEANS TO WORK HERE

OUR MINDSET

We know we succeed only when our customers succeed. To that end, we make decisions at lowest possible levels, at fastest possible speeds - freeing employees to respond to customers quickly and effectively without sacrificing safety or quality.

OUR ORGANIZATION: WE WORK AS “ONE EVOQUA”

We collaborate across our global enterprise in an increasingly competitive marketplace, no single product, group or unit succeeds on their own, no matter how remarkable they are. We are one team.

OUR PEOPLE: WE HIRE FOR BRAINS AND HEART

We are industry experts who foster great relationships with colleagues and customers. We value technical knowledge and experience, alongside business insight and people smarts. We nurture both the hard and soft skills of our talent.

OUR LEADERSHIP: WE LEAD FROM WHERE WE ARE

We take ownership. We lead from all levels. We value the opportunity to grow, as a business and as people. We hold each other accountable to make the right things happen for maximum performance.

OUR PROMISE: GROW WITH THE BEST

We are on the move. As the world's first choice for water solutions, our workplace will continue to evolve and expand, and so will the opportunities. This is a workplace that nourishes talented people. Immerse yourself ... in Evoqua

INTERNSHIP OPPORTUNITIES

LEADERSHIP DEVELOPMENT



Evoqua is committed to providing internship opportunities that can help to develop the future workforce and build a pipeline of talent in our company. At our Pittsburgh Headquarters, we partnered with the Allegheny Conference on Community Development to host interns from across Western Pennsylvania as part of the Passport Program. Interns in the program who are not from the area have an opportunity to learn more about the many companies – like Evoqua – that are headquartered in Pittsburgh. Across numerous Evoqua locations, we hosted 28 Interns in FY19. Beyond internships, our Germany and UK locations host apprentice programs for students to receive hands-on training while still in school. Our work with emerging talent allows us to develop future employees, foster a work ready workforce, and give valuable skills to the interns and apprentices involved.

Evoqua's Leadership Development Program (LDP) was established to attract emerging talent to Evoqua and train them in a cross-functional development rotation within our organization. This approach allows the LDP participants to build the technical skills, business acumen and leadership aptitude that can help them land a full-time position with Evoqua. Currently, the LDP is focused on Sales, Operations, Information Technology, and Marketing & Product Management. Evoqua hosted 13 participants in the LDP program in FY19.

Evoqua partnered with Thomasville-Thomas County Chamber of Commerce and Thomas County Schools for Project Purpose. The goal of Project Purpose is to connect Thomas County high school students to meaningful careers through work-based learning with companies in the County. Through the part-time apprentice program, Isaac King became the first Project Purpose participant to become a full-time Evoqua employee.



EMPLOYEE HEALTH AND WELLNESS



The LIVE WELL Program hosted 50+ events with 800+ employee participants

The wellness of our employees is extremely important at Evoqua. We recognize that our employee's good health and well-being not only allows them to out-perform in the workplace, but also to live a happy and rewarding life. We offer full health benefits, matching 401K, and an employee assistance program. Beyond the traditional benefits, we think holistically about wellness.

The mission of our LIVE WELL program is to create a work environment where employees have the tools, resources, and support system that will motivate and empower individuals to take responsibility for their health and live a healthier lifestyle. The LIVE WELL program consists of 40+ employee Wellness Champions at 25+ locations that work to implement holistic wellness activities at their sites. LIVE WELL's pillars include:

- » **Move More:** Making activity an active part of the day
- » **Eat Better:** Enabling better food choices
- » **Be Safer:** Engaging in preventative care and accessing the right care as needed
- » **Be Mindful:** Prioritizing career, social, community, and financial well-being

EMPLOYEE ENGAGEMENT



We care for the employees in our Evoqua Family which we call "One Evoqua". We strive to build a work environment where employees are enabled to grow and develop the skills needed to not only succeed in their jobs, but to gain experiences. We work to provide employees engagement opportunities where they can spend quality time together to get to know each other and to build our workplace culture. While each site hosts its own employee engagement activities, some go above and beyond to create quality events, like our Colorado Springs location.

To inform our actions in 2019, we conducted a global employee survey the year before to gain a better understanding of employee engagement and satisfaction. Using the information gathered from the survey, we implemented a range of programs and took additional actions aimed at improving our employees' experience. We complete our employee engagement survey approximately every two years.



Employees in Colorado Springs organized a team camping trip in July, 2019

CHARITABLE GIVING



We direct our corporate giving towards: education, science, social and humanitarian efforts. Particularly those that satisfy our corporate objective to meet the needs for safe and clean water and sanitation. Our community relations and engagement sits with our VP of Brand and Strategy. We do not make political contributions. To further our mission to transform water, we have been involved in lobbying efforts that further that goal. This information is publicly available online.



IN FY19 WE DOUBLED OUR CORPORATE GIVING DOLLARS FROM THE PREVIOUS YEAR

One of the non-profits that we gave to was *charity: water*, whose mission is to bring clean and safe drinking water to people in developing countries.

SUSTAINABILITY IS A COLLABORATIVE EFFORT



In FY19 we partnered with an employee-founded non-profit called Water-4-Nations to bring drinking water disinfection systems to villages in northern Haiti.

Johnny Robinson, a sales manager with Evoqua Water Technologies, and his wife Sha live Evoqua's mission statement: **Transforming Water. Enriching Lives.** Since 2011, they have been on a mission to improve the water quality in Haiti for those who do not have access to safe drinking water. While they can't fix all water issues, they have found solutions to help three villages in Northern Haiti: Rochefort, Creve, and Trandemese.

Through Water-4-Nations, a nonprofit organization that Johnny and Sha created, they are building a water distribution system that supplies clean, potable water to the villages.

Less than half of people who live in the rural areas of Haiti have access to water. Only one-fourth have access to a toilet. Waterborne illnesses, like typhoid, cholera, and chronic diarrhea, are the cause of more than half of the deaths in the country every year.

"Providing safe and sustainable water in Haiti is complicated because it lacks the infrastructure to set up a sophisticated and efficient water cleaning system," Robinson said, adding that "Haiti is approximately 200 years behind the U.S. in water treatment technology."

SUSTAINABILITY IS A COLLABORATIVE EFFORT



WATER-4-NATIONS STORY CONTINUES

These stats don't sit well with Johnny, so he dedicates the majority of his personal time to supporting and raising funds for Water-4-Nations. Johnny and Sha enlisted friends who are engineers and experts in the drinking water field and leveraged the contacts they have in various developing countries. Water-4-Nations also works with local Haitian organizations, including missionaries, churches, and community leaders, all of whom want to help provide safe water to their people. In 2019, Evoqua stepped in as a corporate sponsor.

Robinson designed an easy-to-operate batch chlorine disinfection water system, which filters and disinfects the water to make it potable. Batch sizes vary from 65 to 600 gallons and can be filtered approximately every hour depending on the raw water supply (captured rainwater or spring water). Water is pumped into a large tank, and the water flows by gravity through an overflow chlorinator where it picks up enough residual chlorine to clean it.

"Our technology is sustainable, easy to transfer and can be used in more parts of the world," said Robinson. Water-4-Nations is currently evaluating where to go next.



Having Evoqua's support speaks to our corporate mission statement. Transforming Water. Enriching Life. With Water-4-Nations, we really are.

**JOHNNY ROBINSON
EMPLOYEE & WATER-4-NATIONS FOUNDER**



OUR EMPLOYEES SERVE OUR COMMUNITIES



Pittsburgh cleanup with Allegheny Cleanways

16 Evoquians by boat and land removed 9 tires and 850 lbs of trash from Pittsburgh's waterways.



OUR EMPLOYEES SERVE OUR COMMUNITIES



For the past ten years, employees from our Lowell and Tewksbury locations volunteer monthly to prepare and serve dinner at a local soup kitchen.

OUR EMPLOYEES SERVE OUR COMMUNITIES



Pictured (left to right): Evoqua employees Richard Barnes (Project Administrator); his wife, Libbi; Jeremy Glennon (Materials Support); his two sons, Alden (10) and Zan (7); and Shiloh Barnes (Painter).

COMMUNITY CLEAN UP IN THOMAS COUNTY, GEORGIA

On March 23, 2019 employees from Evoqua's Thomasville office and their families took part in the local Keep Thomas County Beautiful Great American Cleanup Event. Keep Thomas County Beautiful is an affiliate of Keep America Beautiful.

The Great American Cleanup (GAC), which marked its 21st year in 2019, engages an average of more than 3 million volunteers and participants every year to create a positive and lasting impact. The initiative prompts individuals to take greater responsibility for their local environment by conducting grassroots community service projects that engage volunteers, local businesses and civic leaders.

The Thomasville GAC attracted more than 100 volunteers and collected a total of 564 lbs. of litter from the roadways in and around Thomasville within a three-hour time frame.

This is the second year in a row that Evoqua employees have helped beautify their community through volunteering with Keep Thomas County Beautiful. Evoqua employee Richard Barnes serves on the organization's Board of Directors.

OUR EMPLOYEES SERVE OUR COMMUNITIES



SERVING THE COMMUNITY OF CAIRO, GEORGIA

Hurricane Michael brought devastation to the Florida coast, along with a lot of damage and destruction to the small town of Cairo, Georgia. Many Evoqua employees at the Thomasville, Georgia, facility live in and around Cairo. After the hurricane, Cairo worked together to regain some semblance of who they were before.

Unfortunately, these efforts were short-lived. On Sunday, March 3, 2019 Cairo was hit by an F3 tornado that cut a path through the entire town. Many homes and businesses were destroyed.

The residents of Cairo were once again banding together and reaching out to neighbors. One of those residents is Evoqua's own Fergus Robinson, who works in Aftermarket Sales in Thomasville, and whose hometown is Cairo.

Fergus decided to arrange lunch for the community on Saturday, March 9, 2019. He reached out to his many friends, family and Evoqua for donations and contributions. Fergus teamed up with another Evoqua employee, Andrew Cooper. They loaded Andrew's truck with freshly prepared meals and distributed them throughout the neighborhoods.

Georgia Congressman Sanford Bishop, Emergency Management Director Richard Phillips, and a few City Councilmen stopped by to share their appreciation with the team.

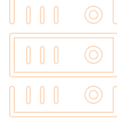
"It's just the right thing to do," Fergus said.



A close-up, high-angle photograph of a waterfall. The water is captured in motion, creating a series of blurred, vertical streaks that fall from the top of the frame. The background is a soft-focus, greyish-blue rocky surface. The overall color palette is cool and monochromatic, dominated by blues and greys.

**CORPORATE
GOVERNANCE**

OUR BOARD OF DIRECTORS



We have a ten-member Board of Directors, at least a majority of which are independent. Our Board of Directors is led by an independent Chair. Under our Corporate Governance Guidelines, the non-management members of our Board will appoint a Lead Independent Director if, in the future, the same person holds the Chair and CEO positions. Our Board of Directors has the following standing committees: Audit Committee, Compensation Committee, and Nominating and Corporate Governance Committee. Our directors are engaged and have attended nearly 100% of the meetings of the Board and the Committees of which they are a member. Additionally, non-management directors hold executive sessions without any members of management present following most Board meetings. To continually improve performance, our Board and each standing committee conducts an annual self-evaluation.

Our [Corporate Governance Guidelines](#) are posted on our website. For specific information on our Board of Directors, please see our Proxy Statement.

Our Board membership reflects diverse personal backgrounds and experience: 1 African American; two Asian Americans; one UK national; five with global business experience. Our Board also has been recognized by the Pittsburgh Business Times, among boards of other regional companies, for its racial diversity.^[1] Our Board has adopted the Rooney Rule, which means the Board is committed to include women and persons of color in each pool of candidates from which we select new director nominees. In February 2020, our Board elected Lisa Glatch, a woman with extensive experience in energy, chemicals and infrastructure, as our Board's newest member.

[1] from April 5-11th, 2019 edition, pg. 15

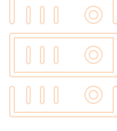
PAY FOR PERFORMANCE



Our Compensation Committee is advised by an independent compensation consultant. We hold an advisory “say-on-pay” vote at each Annual Meeting of Stockholders to provide our stockholders the opportunity to inform us of their view on our executive compensation program.

The FY19 compensation program for our principal executive officer, principal financial officer and our three other most highly compensated executive officers (named executive officers or NEOs) has a reasonable, straightforward structure and encourages long-term outlook: 44 - 58% of compensation is in the form of long-term incentives to provide strong alignment between NEOs’ and stockholders’ interests. FY19 annual bonuses, if determined to be earned, for executive leadership were authorized to be paid in equity and not cash to further align management with the long-term interests of investors.

PAY FOR PERFORMANCE



Our Annual Incentive Plan drives critical short-term achievements: challenges management to seek profitable sales growth on a company-wide basis and more efficient conversion of net earnings into deployable cash. Our equity compensation plan reflects good governance and reasonable compensation practices:

- » Double-trigger change-in-control provisions for all stock-based awards under our equity compensation plan
- » Stockholder approval required to increase share reserve
- » No discounted stock options or stock appreciation rights
- » Repricing of equity awards not allowed
- » No liberal share recycling
- » No tax gross-ups

To strongly align their interests with stockholders' interests, our officers and directors are required to build ownership of a significant amount of Evoqua stock (5x base salary in the case of our CEO; 3x base salary for all other executive officers; and 5x annual cash retainer in the case of our non-management directors). We also prohibit our officers and directors from hedging, margining, pledging, short-selling or publicly trading options in our stock. We adopted a robust Clawback Policy that allows recoupment of incentive compensation earned by executive officers or other employees in the event of a material restatement of our financial statements or certain misconduct that causes economic or reputational damage to Evoqua.

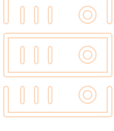
ETHICS AND COMPLIANCE

ANTI-CORRUPTION POLICY

Our Global Ethics and Compliance Program is overseen by the Audit Committee of our Board of Directors. On a more frequent basis, our compliance team reports to our Executive Vice President, General Counsel and Corporate Secretary, who also serves as our Chief Compliance Officer. We have a Code of Business Ethics and Conduct publicly available on our website that contains many of our policies. We have outlined a few in this Report that are of specific interest to those with ESG in mind.

Evoqua has a comprehensive anti-bribery/anti-corruption program that includes: policies prohibiting bribes, both governmental and commercial; training on anti-corruption policies and procedures; due diligence on all third-party intermediaries, with continuous monitoring of high-risk third parties; strict requirements around gifts, travel and entertainment of government officials; and internal auditing of anti-corruption program policies, procedures and controls. To prevent corruption, our management team receives periodic, targeted anti-corruption training. For more details on our strong anti-corruption and related policies, please see our publicly available [Code of Conduct](#).

WHISTLEBLOWER PROGRAM AND POLICY



Evoqua is committed to conducting business in an ethical and legal manner. This is underlined by the principle that no profit is ever worth compromising employee safety or the Company's integrity. The purpose of the Employee Concern Policy is to: encourage employees to raise concerns internally for investigation and resolution, provide avenues for employees to raise concerns and assure employees that they will be protected from retaliation.

Evoqua's Compliance Helpline is staffed by a third party and is available twenty-four hours a day, seven-days-a-week. Our Employee Concern Policy ensures that anyone using the Helpline can report anonymously and without fear of retaliation. Employee concerns are taken seriously, and the Company is committed to investigating and responding to every report. Our independently run Helpline is available for all internal and external parties in six different languages twenty-four hours a day, seven days a week. The availability of the Helpline is proactively

communicated to employees through our electronic employee newsletter, the Intranet, printed materials at every Evoqua location, as well as regular communication throughout the year, including during employee Town Hall meetings.

The helpline and compliance team are available to help employees by providing guidance on compliance-related topics or any other concerns that could impact the Company's integrity. To build upon our High Performance Culture and corporate Values, which include Integrity as a key component of doing business, and to ensure our leaders are equipped with the tools and resources necessary to foster a positive work environment, we offer Positive Employee Relations (PER) training. This program emphasizes to managers that they play a key role in creating a workplace free of harassment and retaliation. It also stresses the importance of collaboration and open communication at work.

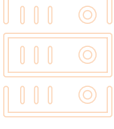
OUR SUPPLY CHAIN



We maintain a cost-effective, diversified procurement program through strong relationships with strategic suppliers across key inputs. The top materials in our supply chain include metal, calcium nitrate, membranes and ion exchange resin. Further, we seek to insource certain products that align with our existing core competencies, including our manufacturing capabilities, and further enable us to provide our customers with a complete lifecycle solution. We seek sources of supply from multiple suppliers and often from multiple geographies. We believe that our supply chain is well positioned to remain stable.

We have a comprehensive, legally binding [Supplier Code of Conduct](#) for our suppliers that ensures we are partnering with businesses that share our desire to respect international human and environmental rights through good business ethics. The procedures we have in place help us manage compliance-related issues associated with our vendors and customers. We provide training to our employees on our monitoring program to vet and monitor our customers and suppliers.

OUR SUPPLY CHAIN



We are dedicated to ensuring that we respect human rights throughout our supply chain. We do this through our [Supplier Code of Conduct](#), [Employee Code of Conduct](#), [Modern Slavery Statement](#) and [Conflict Minerals Policy](#).

In our Supplier Code of Conduct and supplier onboarding process, we question our suppliers to ensure that they are limiting negative environmental impacts in their operations and require certification through a Declaration in the Supplier Code prior to engagement.

In order to assure that we engage only suppliers who follow fundamentally compliant and ethical business practices, and who share our commitment to these principles, we have a two-phased process in our Supply Chain Protocol. This includes an initial assessment that each supplier must complete and submit our Supplier Questionnaire which is evaluated to determine if we will use their products, followed by a second assurance phase, our Compliance Requirement Auditing processes. We also monitor our suppliers and customers for major compliance incidents. We systematically monitor our suppliers for major environmental controversies. In FY20 and FY21 we will be working to build this out to a more proactive and innovative program.





TRANSFORMING WATER. ENRICHING LIFE.

CONTACT US
We are excited about our journey ahead
within our growing sustainability program.
If you would like to engage with us, please
email sustainability@evoqua.com

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