



City of North Port
 FINANCE DEPARTMENT/PURCHASING DIVISION
 4970 CITY HALL BLVD, STE 337
 NORTH PORT, FLORIDA 34287
 Office: 941.429.7170
 Fax: 941.429.7173
 Email: purchasing@cityofnorthport.com



October 20, 2021
ADDENDUM 7

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2022-01 Water and Wastewater Treatment Chemicals

DUE DATE October 26, 2021 at 2:00 P.M.

City Hall, Room 244 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 244 shortly thereafter)

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~strike-throughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

Question 1: Will the bid be extended?

Answer 1: Yes, RFB 2022-01 Water and Wastewater Treatment Chemicals will not open on ~~10/22/21 at 2:00 p.m.~~
 The new bid opening date will be October 26, 2021 at 2:00 p.m.

Clarification 1: Does line-item number two Aluminum Sulfate (40%) on the bid schedule change to Aluminum Sulfate (48%) in accordance with Clarification One on Addendum Six?

Clarification Answer 1: Yes, Line-item number two ~~Aluminum Sulfate (40%)~~ on the bid schedule has been corrected to Aluminum Sulfate (48%). Use Aluminum Sulfate (48%) for Line-item Two for pricing on the bid schedule.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

 Geoff Thomas
 Contract Administrator I
 Finance Department/Purchasing Division
 4970 City Hall Blvd.
 North Port, Florida 34286
 Tel: 941.429.7102
 Fax: 941.429.7173
 E-mail: gthomas@cityofnorthport.com

Receipt of Addendum No. 7 shall be noted within the Bid Form in the appropriate section.
 End of Addendum No.7



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October 18, 2021
ADDENDUM 6

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2022-01 Water and Wastewater Treatment Chemicals

DUE DATE October 22, 2021 at 2:00 P.M.

City Hall, Room 244 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 244 shortly thereafter)

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Clarification 1: On page 27 for the specs of Aluminum Sulfate, it says Aluminum Sulfate shall be in accordance with AWWA specs. It also states that the Aluminum Sulfate is liquid at 40%. AWWA specs of Aluminum Sulfate is liquid at 48%. Can you clarify?

Answer 1: 48% is the correct specification.

Clarification 2: On page 27, it states that Aluminum Sulfate shall meet NSF-60 or 61 as appropriate for 400 mg/L feed rate. Per NSF, the max use of Aluminum Sulfate is 150 mg/L. Please clarify.

Answer 2: NSF-feed rate of 400 mg/L is properly specified.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

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Receipt of Addendum No. 6 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.6



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October 14, 2021
ADDENDUM 5

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2022-01 Water and Wastewater Treatment Chemicals

DUE DATE October 22, 2021 at 2:00 P.M.

City Hall, Room 244 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 244 shortly thereafter)

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Clarification 1: In Addendum 2 you corrected the volume of the Liquid Aluminum Sulfate from 900,000 gallons to 25,000 gallons annually. Will you be revising the Bid Schedule to reflect the new volume?

Answer 1: When completing the bid schedule utilize 25,000 gallons annually for the volume of Liquid Aluminum Sulfate.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

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Receipt of Addendum No. 5 shall be noted within the Bid Form in the appropriate section.

End of Addendum No.5



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October 13, 2021
ADDENDUM 4

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2022-01 Water and Wastewater Treatment Chemicals

DUE DATE October 22, 2021 at 2:00 P.M.

City Hall, Room 244 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 244 shortly thereafter)

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Question 1: Could you please provide me with the following information for the Sodium Hypochlorite 12.5% portion of the bid:

How much Sodium Hypochlorite 12.5% do you generally need per gallon per location each delivery?

- 8898 South Tamiami Trail
- 5355 Pan American BLVD
- 5655 North Port BLVD
- 1550 Nabatoff St.
- 8060 South Tamiami Trail
- 11820 Manasota Beach Road

Answer: 1

- 8898 South Tamiami Trail: 500 gallons
 - 5355 Pan American BLVD: 3500 gallons
 - 5655 North Port BLVD: 2000 gallons
 - 1550 Nabatoff St.: 1000 gallons
 - 8060 South Tamiami Trail: 1000 gallons
 - 11820 Manasota Beach Road: Not online yet expected in April 2022 about 1000 gallons
- *We will be ordering 5355 Pan American BLVD and 8898 South Tamiami Trail weekly at the same time. (4000 gallons)
We will be ordering chemicals at the other 4 sites every two weeks. (5000 gallons)

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Receipt of Addendum No. 4 shall be noted within the Bid Form in the appropriate section.

End of Addendum No.4



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October 8, 2021
ADDENDUM 3

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2022-01 Water and Wastewater Treatment Chemicals

DUE DATE October 22, 2021 at 2:00 P.M.

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Question 1: Pg. 24; SP-05 References: "Bidders must have successfully completed, as a Prime or Subcontractor, at least one (2) projects, in the past six (6) years, of similar type, size and dollar value of the project described herein."

- a. Does the bid require 1 or 2 projects of similar size, scope, and value?
- b. Does the bid require a total of 4 references or 2?
- c. If you are using a subcontractor, does the subcontractor need to provide 2 or 4 references?
- d. Does the bid require an original signature on the reference sheets from the subcontractor? Or can you provide a scanned copy?

Answer 1: a. Two Projects of similar size, scope, and value.
b. The bid requires a total of two references.
c. If you are using a subcontractor, the subcontractor needs to provide 2 references.
d. A scanned version is acceptable.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

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Receipt of Addendum No. 3 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.3



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October 6, 2021
ADDENDUM 2

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2022-01 Water and Wastewater Treatment Chemicals

DUE DATE October 22, 2021 at 2:00 P.M.

City Hall, Room 244 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 244 shortly thereafter)

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Question 1: The bidder checklist references Attachment 5, Addenda and Bond Form. This form is not included.

Answer 1: There is no bond requirement for this bid. Please disregard the bond language.

Question 2: The volume mentioned for the liquid aluminum sulfate on the pricing sheet is 900,000 gallons. Is this the correct Unit of Measure?

Answer 2: Estimated volume is 25,000 Gallons annually.

Question 3: On the excel pricing sheet, if we are not bidding a certain product what are we supposed to use as the total unit cost? When I write in "NO BID" I receive an error. Do you want "No Bid" written in the space or are we to leave the products we are not bidding blank?

Answer 3: Please leave the space blank for "No Bid".

Question 4: If we plan to use subcontractors to deliver the product, does the subcontractor have to product 2 references and their safety incident reports? This is mentioned on page 18, section 1.2.1.

Answer 4: Yes.

Question 5: Is this a mini-bulk delivery for items SP-20 and SP-21?
If yes, what is the distance to the tank from the access point? Do you have a pump and a meter on the day tank?

Answer 5: SP-20 shall be delivered in 250-gallon totes and will be dropped off and stored on site in the transported totes. SP-21 shall be delivered in 250-gallon totes and will be dropped off and stored on site in the transported totes.

Question 6: If Sp-20 and SP-21 are not mini bulk will you need a lift gate truck?

Answer 6: Both should be delivered and lowered to ground level on site by vendor.

Question 7: Do you need inside delivery? If yes, please provide the distance from the off-loading site to the storage site.

Answer 7: No.

Question 8: We will be supplying and delivering chemicals which does not require us to be a general contractor. Could you please explain this requirement?

Answer 8: Not needed.

Question 9: The current cost of Corrosion Inhibitor.

Answer 9: No Contract in place.

Question 10: Attachment #5 (Addenda and Bond Form) from bidders' checklist was not included in bid.

Answer 10: There is no attachment 5 so please disregard. There are no bond requirements for this bid. For the addenda portion, please utilize the "Revised Bid Form" that replaces the previous Bid Form as the addendum information has been added at the bottom of "Revised Bid Form". "Revised Bid Form" is attached to this addendum.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

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Receipt of Addendum No. 2 shall be noted within the Bid Form in the appropriate section.

End of Addendum No.2

**ATTACHMENT 3:
"REVISED BID FORM"**

Name of Bidder/Company Name: Polydyne Inc.
 Business Address: One Chemical Plant Road
 City/State/Zip Code: Riceboro, GA 31323
 Bidder/Company Telephone Number: 912-880-2035
 E-mail Address: bids@polydyneinc.com
 Contractor License #: N/A
 FEID #: 34-1810283

To the City Commission of the City of North Port pursuant to and in compliance with your notice inviting sealed bids (Invitation to Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract documents, local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services and design of certain items necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract documents for the prices hereinafter set forth.

The undersigned, as Bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Attachments, Exhibits, Insurance Requirements, Bid Form, Permit Fees, Plan Revisions, Plans, and any other reports or documentation for: **RFB 2022-01 WATER AND WASTEWATER TREATMENT CHEMICALS** and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price line items as indicated on the bid schedule form(s) submitted. The above specified documents are herein incorporated into the Bid Form.

The undersigned as Bidder, declares that the only persons or parties interested in this submittal as principals are those named herein: that this submittal is made without collusion with any person, firm, or corporation: and he/she proposes and agrees, if the proposal is accepted, that he/she will execute a Contract with the City in the form set forth in the Contract documents and that he/she will accept in full payment thereof the following prices, to wit:

PROJECT TOTAL:
One Hundred Forty-Six Thousand One Hundred Sixty Dollars \$ 146,160.00
 and Zero Cents.

Through the signing of this Bid Form, Bidder attests his/her bid is guaranteed for a period of not less than **NINETY (90) DAYS** from the date of the official bid opening.

Date: 10/20/21
 Signed (Person authorized to bind the company): 
 Name (printed): Boyd Stanley Title: Sr. Vice-President

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2022-01 WATER AND WASTEWATER TREATMENT CHEMICALS

ADDENDA

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the bid price.

Addendum No.	1			Dated	10/4/2021	Addendum No.	5	Dated	10/14/2021
Addendum No.	2			Dated	10/6/2021	Addendum No.	6	Dated	10/18/2021
Addendum No.	3			Dated	10/08/2021	Addendum No.	7	Dated	10/20/2021
Addendum No.	4			Dated	10/13/2021	Addendum No.		Dated	

Date: 10/20/21

Signed (Person authorized to bind the company): 

Name (printed): Boyd Stanley Title: Sr. Vice-President

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)



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October 4, 2021
ADDENDUM 1

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2022-01 Water and Wastewater Treatment Chemicals

DUE DATE October 22, 2021 at 2:00 P.M.

City Hall, Room 244 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 244 shortly thereafter)

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

Question 1: Is 10% the correct percentage for Ammonium Sulfate?

Answer 1: No, the correct percentage for Ammonium Sulfate is 40%. Please disregard the 10% and use 40% for the Ammonium Sulfate.

Question 2: What are the tank sizes at each location?

Answer 2: - North East Booster Location: Two (350) Gallon Tanks

- Water Treatment Plant Location on Pan American: Two (550) Gallon Tanks

- Southwest Booster Location: One (1000) Gallon Tank

Question 3: Do you have the bid tabulation for the previous contract.

Answer 3: No. The City of North Port Currently does not have a contract in place for chemicals. The City of North Port piggybacks off other contracts from various municipalities. Below is a list of the Municipalities and the pricing we receive for chemicals. Please be aware these contracts and pricing below may be older and may not accurately reflect current market pricing.

Sodium Hypochlorite (Chlorine): Charlotte County Florida Contract, 0.554/gallon

Aluminum Sulfate: Ormond Beach, Florida Contract, \$248.75/dry ton, and 0.672/gallon

Liquid Caustic: City of Tampa Contract, \$1.973/gallon

Antiscalent: Currently no contract in place or piggyback.

Sulfuric Acid: City of Palm Coast, Florida Contract, \$2.05/gallon

Ammonium Sulfate: City of Palm Coast, Florida, \$1.62/gallon

Sodium Hydrosulfide (NaHS): Currently no contract in place or piggyback.

Powder Activated Carbon: City has not purchased

Polymer: City has not purchased.

Polymer Polydyne: Pricing is \$1.32/pounds

Question 4: On page 34 of the bid documents, for the directions for Attachment 2, the bid states to submit one USB drive. Does the bidder need to print the excel spreadsheet as well and include it in the bid documents? Also, should the USB drive only include the pricing sheet?

Answer 4: Vendors must submit a hard copy of their bid and bid schedule as well as a USB with the bid and bid schedule. Bid schedule on the USB must be in excel format.

Question 5: Does the city require the whole bid package to be sent back or just the specific attachments on page 34 (plus any other relevant info)?

Answer 5: Please submit the required documents outlined in the solicitation.

Question 6: On pg. 24, Under "Price Adjustments" the bid is stating storage tanks, when required for materials offered under this bid, shall be furnished by the successful bidder, on a no-cost-to-buyer loan basis. Are Storage tanks anticipated for this award? Specifically, for the Liquid Aluminum Sulfate.

Answer 6: They are not anticipated. I do not expect additional storage tanks to be supplied.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

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Receipt of Addendum No. 1 shall be noted within the Bid Form in the appropriate section.

End of Addendum No.1

City of North Port



Request for Bid No. 2022-01

Water and Wastewater Treatment Chemicals



City of North Port

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NOTICE OF AVAILABILITY OF BID SPECIFICATIONS
RFB NO. 2022-01
WATER AND WASTEWATER TREATMENT CHEMICALS

The City of North Port is requesting sealed bids to secure the services of an experienced, professional, licensed, and qualified Vendors capable of providing services in accordance with specifications to furnish all labor, materials, equipment and incidentals required to deliver chemicals to multiple sites within the city limits of North Port, for the express purpose to treat potable water and wastewater.

4970 CITY HALL BOULEVARD, ROOM 244, NORTH PORT, FLORIDA

All potential Bidders are recommended to attend the non-mandatory pre-bid conference and site visit will be conducted to answer questions regarding the bid requirements. The purpose of the Pre-Bid Meeting is to provide a briefing on the City's expectations and performance requirements for submission of Bid documents.

BID OPENING: October 22, 2021 at 2:00 PM
4970 CITY HALL BOULEVARD, ROOM 244, NORTH PORT, FLORIDA 34286

****ALL BIDS ARE DATE AND TIME STAMPED IN THE FINANCE DEPARTMENT, SUITE 337 FIRST AND THEN ARE OPENED IN SUITE 244****

Information regarding this project may be viewed and downloaded from Demandstar's website at www.demandstar.com. The only place to obtain the addenda is on www.demandstar.com. Links to DemandStar are also available from the City website at www.Cityofnorthport.com. Bid specifications, attachments/exhibits are posted on the City FTP site at <https://www.cityofnorthport.com/files> (select the Purchasing Folder and scroll to Project RFB 2022-01). If you have any questions, concerns, or problems accessing the bid package using the link, please contact Geoff Thomas, Contract Administrator I at 941.429.7102. Requests for additional information or clarification regarding the specifications must be sent via email to purchasing@Cityofnorthport.com. No verbal requests will be honored. All questions and clarifications must be submitted via e-mail by **OCTOBER 8, 2021**.

The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

PUBLISH DATES: OCTOBER SEPTEMBER 22, 2021
www.Cityofnorthport.com & www.demandstar.com

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Section IV Check list followed by attachments 1-15 **TO BE COMPLETED AND RETURNED WITH
BID** 34

Exhibits:(Separate Document)

Attachment 1 (SEPARATE DOCUMENT) Excel Tabulation (Cost schedule) **DO NOT RECREATE**

STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a bid on this service, please return this form (see information below) immediately.

We, the undersigned, have declined to submit a bid on the requested Request for Bid 2021-01 WATER AND WASTEWATER TREATMENT CHEMICALS.

- Insufficient time to respond to the Request for Bid.
- We do not offer this product/service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Specifications are unclear (explain below).
- OTHER (please specify below).

REMARKS:

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

SIGNATURE: _____

DATE: _____

Note: "Statement of No Bid" may be faxed or e-mailed to the Purchasing Division at purchasing@Cityofnorthport.com.

SECTION I. INSTRUCTIONS TO BIDDERS

THESE CONDITIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF NORTH PORT. THE CITY OF NORTH PORT MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE GENERAL CONDITIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL CONDITIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITH THIS REQUEST FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISIONS WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

DEFINITIONS: Terms used in these Instructions to Bidders are defined and have the meanings assigned to them.

- Addenda: a written change to a solicitation
- Bid: any offer submitted in response to this request for Bid.
- Bidder: One that submits a bid in response to this Request for Bid.
- Bid Documents: Includes the General Terms and Conditions: Special Conditions: Technical Specifications, the Bid Form: Non-Collusive Affidavit: Public Entity Crime Form: Certificate(s) of Insurance, if required: Payment and Performance Bonds, if required: Corporate Resolution: Bid Bond, if required: Local Business Affidavit, Scrutinized Company Affidavit and Certification and all Addendums issued prior to receipt of bids.
- City: Shall refer to City of North Port, a municipal corporation of the State of Florida.
- Contract: The agreement to perform the services set forth in this solicitation. The Contract will be comprised of the Bid documents signed by both parties including any addenda and other attachments specifically incorporated.
- Responsible: Refers to a Bidder that has the capacity and capability to perform the work required under a Request for Bid and is otherwise eligible for award.
- Responsive: Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Request for Bid.
- Request for Bid (RFB): Shall mean this solicitation document, including any and all addenda. A RFB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible Bidder.
- Solicitation: The written document requesting either bids or proposals from the marketplace.
- Successful Bidder(s): The lowest responsive, responsible Bidder(s) to whom City (on basis of City's evaluation) makes an award.
- Vendor or Contractor: A general reference to any entity responding to this solicitation or performing under any resulting Contract.

The City has established for purposes of this Request for Bid (RFB) that the words "shall," "must," or "will" are equivalent and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response does not substantially satisfy this RFB's mandatory requirements. The words "should" or "may" are equivalent in this RFB and indicate very desirable conditions, or requirements that are permissive in nature.

1. INSTRUCTIONS TO BIDDERS

A. QUALIFICATIONS OF BIDDER: It is intent to the City to award this Contract to the lowest responsible Bidder, qualified by experience and solvency, with proven reliability and the ability to provide the services or items required under this Contract within a reasonable time frame acceptable to the City. Bidder may be required to supply information in writing at the request and discretion of the City prior to award of bids, in order to verify above requirements.

B. EXAMINATION OF BID DOCUMENTS: Prior to submission of a bid form, Bidders shall carefully examine the General Terms and Conditions, Special Conditions, Technical Specifications, and all other related bid documents, including all modifications thereof, incorporated in the bid package, plus fully informing themselves as to all existing conditions and

limitations that effect the work to be performed under this Contract.

Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five business (5) days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

It shall be the responsibility of the Bidder, prior to submitting their response, to either visit www.demandstar.com to view the solicitation and download all issued addenda or contact Purchasing to determine if addenda were issued.

Examination of site: Prior to submitting a bid form, each Bidder may examine the site and all conditions thereon. All bid forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself with such conditions will in no way relieve the successful Bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and Specifications.

C. CLARIFICATION AND ADDITIONAL INFORMATION: Discrepancies, omissions, or questions about the intent of the documents will be submitted to the City of North Port Purchasing Manager, or his/her designee in written form as a request for interpretation no later than five (5) business days prior to the bid opening (or may be verbally addressed at the pre-bid meeting, if applicable).

Interpretations made will be in the form of an addendum to the documents, which will be forwarded to all Bidders. Receipt by each Bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming part of the Contract. No oral explanations shall be binding. The City will attempt to notify all prospective Bidders of addenda issued to the bid documents: however, it shall be the responsibility of the Bidder, prior to submitting their bid, to contact the Purchasing Manager, or his/her designee, to determine if addenda were issued, acknowledging and incorporating it into their bid.

D. MODIFICATION OR WITHDRAWAL OF BIDS: Bid modifications will be accepted from a Bidder only if received in writing, properly signed by an officer of the Bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the Bidder's bid form.

Bids may be withdrawn by request of the Bidder prior to the time fixed for opening. Error or negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

E. NO BID: A respondent who is on the bid notification list and decides not to submit a response is requested to complete the Statement of Non-Submittal Form and return it to the City.

F. CONFLICTS WITHIN SOLICITATION: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated purchasing representative prior to the bid or proposal response date.

G. PROMPT PAYMENT: It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act. The Bidder may offer cash discounts for prompt payments: however, such discounts will not be considered in determining the lowest price during bid evaluation.

H. FORM OF CONTRACT: The submitted Bid Form signed by the Bidder, together with the complete bid package and addenda furnished by the City and Purchase Order shall constitute a binding contract. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the City's bid package when a purchase order, signed by the Purchasing Manager, is transmitted to the Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall

be deemed a breach of contract subjecting to cancellation or termination whichever is most appropriate and other possible penalties.

2. PREPARATION AND SUBMISSION OF BID FORM

Bid Form: Bids shall be made on forms supplied by the City, or as otherwise specified. Each bid must state the name of the Bidder, the Bidder's full business address and state the type of business entity, followed by the original signature and designation of the officer or other person authorized to bind the corporation. Any erasures or other corrections in the bid form must be explained or noted over the signature of the Bidder. Bid forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the City.

Bid Documents: Bid documents and forms shall be submitted sealed to the City of North Port, Purchasing, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286. The envelope/package shall be clearly marked with the Bid Number, Name and Business Address of the Bidder. All interested firms are required to submit one (1) original and one (1) copy of their completed bid offer.

Submission of a response constitutes a binding offer and shall be subject to all terms and conditions specified in the solicitation.

For your bid to be acceptable, ***all blank spaces*** must be completely annotated where and when requested. All bids must contain a ***manual signature*** of the authorized representative of the Bidder in the space provided on the Bid Certification Form.

Responsibility for getting this bid to the City on or before the specified date and time is solely and strictly the responsibility of the Bidder. The City will not be responsible for any delay, for any reason whatsoever. Bids must be received and stamped with the date and time on the outside of the envelope and must be in the City Purchasing Office by the date and time specified for opening.

Bids postmarked prior to said date and time but not received shall not be considered and will be returned to Bidder unopened.

Bid Guarantee: The bid form shall be signed where indicated constituting an agreement that the Bidder will not withdraw his/her bid for a period of ninety (90) days after the opening of the bids.

Source of Supply and Subcontractors: Bidders are to complete the attached Source of Supply and subcontractors form. This form must be completed and included with the bid form. If Bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to City approval.

Bid Opening: All bids received by the date and time so specified shall be opened and **the name of each Bidder and total bid price of each Bidder** read aloud within the designated room at City Hall, at the bid opening. The opening and reading shall be in the presence of the City Clerk and the Purchasing Manager or their designees. Bidders and the general public are not required to be present but are invited to attend.

Late Bids: Bids received after the date and time of bid opening will not be considered and will not be opened. It will be the Bidder's responsibility to make arrangements for the return of the bid package at their expense.

3. **CITY RIGHTS:** The City of North Port reserves the right to accept or reject any and/or all bids in whole or in part, to waive irregularities and technicalities, and to request resubmission with or without cause and/or to accept the bid that, in its judgment, will be in the best interest of the City. Also, the City reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirement of the City. In the event the City receives only one response: the bid may be either accepted or rejected by the City depending on available competition and the timely needs of the City.
4. **AWARD OF BID:** The award shall be let to the lowest responsive, responsible Bidder who fulfills all criteria and specifications with consideration to favorable references and local preference and whose evaluation by the City indicates that the award will be in the best interest of the City.

5. **ERRORS:** For the purpose of the initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by Bidders:
Obviously misplaced decimal points will be corrected.

In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

Apparent errors in addition of lump sum and extended prices will be corrected. For the purpose of bid evaluation, the City will proceed on the assumption that the Bidder intends his/her bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the tabulation of bids.

6. **BID TABULATIONS:** Pursuant to Florida Statute §119.071(1)(b), all bid tabulations shall be posted in the City Hall, 4970 City Hall Boulevard, North Port, Florida and on DemandStar's website at www.demandstar.com within thirty (30) days after bid opening or at such time as the agency provides notice of a decision or intended decision, whichever is earlier.
7. **WARRANTY:** All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory and workmanship defects. At no expense to the City, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.
8. **DESCRIPTIVE INFORMATION:** Unless otherwise specifically provided in the Technical specifications, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Technical specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the Bidder wishes to make a substitution to the specifications, the Bidder shall furnish the City the name of the manufacturer, the model number and other identifying data and information necessary to aid in the City in evaluating the substitution. Such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A bid containing substitution is subject to disqualification if the City does not approve the substitution.
9. **TAXES/FREIGHT:** The bid shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. The City is exempt from the payment of Federal and State taxes, including sales tax. The bid offer shall not include sales tax to be collected from the City. The

City's sales tax exemption is not available to vendor for items vendor purchases, regardless of whether these items will be transferred to the City.

In the event the project is declared a sales tax recovery project by the City, the following procedure shall apply:

- (a) The City representative shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased:
- (b) When those materials are purchased by the City, all purchase orders shall be issued directly from Purchasing:
- (c) The City shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/supplier:
- (d) The City shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the Contract amount and the vendor shall no longer be responsible for providing those materials. A written change order shall be executed.

10. CONTINUATION OF WORK: Any work that commences prior to and will extend beyond the expiration date of the current Contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.

11. TERMINATION OF CONTRACT:

Funding in Subsequent Fiscal Years: It is expressly understood by the City and the vendor that funding for any successive fiscal years of the Contract is contingent upon appropriation of monies by the City Commissioners. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the vendor prior to such termination.

Termination With or Without Cause: The City shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

The City reserves the right to terminate this Contract, in part or in whole, in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

Termination by Vendor: Vendor shall have the right to terminate services only in the event of the City failing to pay Vendor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.

12. PROPRIETARY OR CONFIDENTIAL INFORMATION: Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes, the Public Record Act. The Bidder should not submit any information in response to this solicitation which the Bidder considers proprietary or confidential. The submission of any information to the City in connection with this solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt from disclosure under the Public Records Act, and such information is marked as exempt. Failure to mark a trade secret as exempt waives the exemption.

13. RULES, REGULATIONS AND LICENSES: The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

It shall be the responsibility of the Contractor to assure compliance with OSHA, EPA and/or other local, federal, or

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State of Florida rules, regulations or other requirements, as each may apply.

When applicable and as required by law, the Bidder will provide a material safety data sheet with each delivery of a toxic substance.

The vendor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the Vendor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services.

14. **CODE OF ETHICS:** With respect to this bid, if any Bidder violates or is a party to a violation of the Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the City.
15. **COLLUSION:** By offering a submission to this RFB, the Bidder certifies that the Bidder has not divulged to, discussed or compared his/her bid with other Bidders and has not colluded with any other Bidder or parties to this bid whatsoever. Also, Bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid: any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other Bidder or with any competitor: any prices and/or data quoted for this bid have not been knowingly disclosed by the Bidder and will not knowingly be closed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor: no attempt has been made or will be made by the Bidder to induce any other person or firm to person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the Contract to be entered into: and no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees of the Bidder.
16. **PUBLIC ENTITY CRIMES:** In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods/services to public entity, may not submit a bid on a Contract with a public entity for construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sections 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list." By submitting a bid, vendor certifies that vendor is not currently prohibited from transacting business with the City due to the above statute. The vendor shall comply with the terms of this statute both before and during the term of this Contract.

- 17. DRUG FREE WORKPLACE PREFERENCE:** The City has adopted a policy in observation of the Drug Free Workplace Act of 1988. Therefore, it is unlawful to manufacture, distribute, dispense, possess, or use any controlled substance in the City workplace.
The City requests that the attached Drug Free Workplace Affidavit accompany the bid response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any Bidder who does not sign the affidavit. The Drug Free Workplace Affidavit is primarily used as a tie breaker when two or more separate entities have submitted bids at the same price, terms and conditions, with preference given to the Bidder who has signed the affidavit.
- 18. EQUAL EMPLOYMENT OPPORTUNITY:** The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.
- 19. NON-DISCRIMINATION:** The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to F.S. §287.134(2)(a), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a Contract to provide any goods or services to a public entity: may not submit a bid, proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work: may not submit bids, proposals, or replies on leases of real property to a public entity: may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity: and may not transact business with any public entity.
- 20. DECLARATION OF EXEMPTION FROM PUBLIC RECORD:** Pursuant to Florida Statute §119.07(1)(b)(2), all bid documents are exempt from public record until such time as the City provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

In accordance with Florida Statutes 119.0701, Contractor shall comply with all public records laws, and shall specifically:

20.1. Keep and maintain public records required by the City to perform the service.

a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

(See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

b. "Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and Contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.

20.2. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the

information technology systems of the City.

20.3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and, if the Contractor does not transfer the records to City following completion of the Contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

20.4. Upon completion of the Contract, transfer, at no cost, to the City all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

20.5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: publicrecordsrequest@Cityofnorthport.com.

20.6. Failure of the Contractor to comply with these requirements shall be a material breach of this Contract. Further, Contractor may be subject to penalties under Florida Statutes 119.10.

21. FORCE MAJEURE: Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

- a. A strike or work stoppage, unless caused by a negligent act or omission of either Party;
 - b. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
 - c. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
 - d. A declared emergency of the federal, state, or local government; or
 - e. Any other like event that is beyond the reasonable control of the non-performing party;
- then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:
- f. The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;
 - g. The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
 - h. No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
 - i. The non-performing party uses all reasonable diligence to remedy its inability to perform.

Economic hardship of a party does not constitute an event of *force majeure*. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

- 22. GOVERNING LAWS:** The interpretation, effect, and validity of any Contract resulting from this RFB shall be governed by the laws and regulations of the State of Florida. Exclusive venue of any court action shall be in Sarasota County, Florida.
- 23. SUBCONTRACTING:** Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the Contract for default.
- 24. MODIFICATION OF CONTRACT:** Any Contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract and/or change order as appropriate. This presumes the modification itself is in compliance with all applicable City procedures.
- 25. SUCCESSORS AND ASSIGNS:** The vendor shall not assign any interest in any Contract resulting from this solicitation and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City, except that claims for the money due or to become due to the vendor from the City under any Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the City.
- 26. CONTRACTING WITH CITY EMPLOYEES OR BOARD MEMBERS:** Any City employee, Board member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion from the purchasing manager or their designated representative prior to submittal of a response or application of any type to Contract with the City. The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Florida Statute §112.313(12) Standards of Conduct for Public Officers, Employees of Agencies, and Local Government Attorneys controls Contracting with City employees or board members, and provides as follows:

(12) EXEMPTION. --The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

- (b) The business is awarded under a system of sealed, competitive bidding to the lowest or best Bidder and:
1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best Bidder:

2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a Contract other than by the mere submission of the bid: and

3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

27. TRUTH-IN-NEGOTIATIONS CERTIFICATE: If applicable, execution and signature by the vendor of the Bid Form shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

For professional service Contracts, the original Contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

28. GRANT FUNDING: In the event any part of the Contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the Contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the City upon request.

29. STATE REGISTRATION REQUIREMENTS: Any Bidder required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application may be required prior to award of a Contract. Any partnership submitting a bid in response to this RFB shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

30. NOTICE TO PROCEED/DELIVERY: After award of bid, a Notice to Proceed shall be issued bearing the terms of delivery. Upon receipt of Notice to Proceed, successful Bidder shall acknowledge receipt of same by either fax or mail and shall commence prosecution of the order so that the agreed upon delivery date will be satisfied.

31. PERFORMANCE EVALUATION: At the end of the Contract, the receiving department may evaluate the successful Bidder's performance. This evaluation will become public record.

32. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES: All Bidders submitting a response to this RFB agree that such response also constitutes a bid in accordance with the terms of the RFB to all political subdivisions of Sarasota County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the Bidder.

33. NONEXCLUSIVE CONTRACT: Award of this Contract shall not require the City to use the Vendor for all work of this type, which may develop during the Contract term. This Contract is non-exclusive. The City reserves the right

to concurrently Contract with other entities for similar work if it deems such action to be in the best interests of the City.

- 34. AUDIT:** City shall have the right to audit Vendor's records that relate to this Contract. Records shall be maintained for a period of three (3) years from the date of final payment.
- 35. UNAUTHORIZED ALIEN WORKERS:** The City will not intentionally award publicly-funded Contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The City shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the City.
- 36. EMPLOYEE BACKGROUND CHECK:** If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of their probation and registry requirements.
- 37. INSURANCE REQUIREMENTS:** The successful Bidder shall be required to supply, at their cost, insurance coverage in form and amount as required by the City, as outlined in the bid specifications.
- 38. CONTACT PROHIBITION:** All prospective Bidders are hereby instructed **NOT** to contact any member of the City of North Port Commission, the City Manager, or City of North Port staff member other than the Authorized Contact Persons identified in this Solicitation regarding this solicitation package, Bidder's submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.
- 39.. SCRUTINIZED COMPANIES:**
- A. As required by section 287.135(5), Florida Statutes, for Contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a Contract with the City, ever person or entity shall certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
- B. As required by section 287.135(5), Florida Statutes, for Contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a Contract with the City, ever person or entity shall certify on a form provided by the City, that all of the following are true:
1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel: and
 2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes: and
 3. It is not engaged in business operations in Cuba or Syria.

C. PENALTY:

1. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.
2. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification: and
3. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any Contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

40. **LOCAL PREFERENCE:** Bidder may claim Local Preference if Bidder qualifies under the definition below and in accordance with Ordinance 2009-10, as may be amended by the City of North Port.

A. **Local Business Definition:**

Preference shall be given to a "local business or North Port local business" in the purchase of commodities and services procured pursuant to this Section. Bidders desiring to receive preference as a local business will be required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any Bidder who fails to submit sufficient documentation with their bid shall not be granted local preference consideration for the purpose of that specific Contract award.

"Local business" means a Bidder that maintains a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before the bid submission date from which the Bidder operates or performs business and where at least fifty percent (50%) of the Bidder's employees are residents of the City. Post office boxes may not be used to establish a physical business address.

"North Port local business" means a local business that has its primary physical business address located within the limits of the City for a period of six (6) months or more before bid submission date, from which the Bidder operates or performs business and where at least fifty percent (50%) of the Bidder's employees are residents of the City. Post office boxes may not be used to establish a physical business address.

If requested by the City, the Bidder will be required to provide documentation substantiating the information given in this affidavit. City reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the Bidder's submission being deemed non-responsive.

Any Bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City Contracts for a period of three (3) years.

B. **Local Price Match Option:**

Each formal competitive bid solicitation shall clearly identify the criteria for award. When a responsive and responsible Bidder who is not a local business (hereafter, non-local business Bidder) submits the lowest bid price (hereafter, low bid), all responsive and responsible local business and North Port local business Bidders shall

have five (5) business days to submit an offer to match the low bid, provided the original bid submitted by the local business Bidder is within ten percent (10%) of the low bid if the amount of the low bid is no more than one million dollars (\$1,000,000). If the amount of the low bid is more than one million dollars (\$1,000,000) but no more than 2 million dollars (\$2,000,000), local business and North Port local business Bidders within five percent (5%) shall have the opportunity to match the low bid. If the amount of the low bid is more than two million dollars (\$2,000,000) but no more than 3 million dollars (\$3,000,000), local business and North Port local business Bidders within three percent (3%) shall have the opportunity to match the low bid. If the amount of the low bid is more than three million dollars (\$3,000,000), local business and North Port local business Bidders within two and one-half percent (2.5%) shall have the opportunity to match the low bid. The original lowest responsive and responsible North Port local business Bidder who matches the low bid shall receive the award. If no eligible North Port local business Bidder can match the low bid, the award shall be made to the original lowest responsive and responsible local business Bidder who matches the low bid. If no eligible local business Bidder can match the low bid, the award shall be made to the lowest responsive and responsible Bidder, regardless of local business status.

If there is a tie between a local business and a non-local business, the local business shall receive the award. If there is a tie between two North Port local businesses or two local businesses, the business with the higher percentage of employees who reside within the City shall receive the award.

- 41. CONFLICTS OF INTEREST – CITY OFFICERS, EMPLOYEES OR BOARD MEMBERS:** The Florida Code of Ethics regulates the ability of the City to Contract with its public officers (including board members), employees, and their immediate relatives. Respondents shall disclose any such potential conflicts on the provided Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Respondent is in doubt as to their ability to Contract with the City, they shall seek a conflict of interest opinion from the City Manager or his/her designated representative prior to submittal of a response.
- 42. RELEASE OF LIENS:** The Contractor is required to pay all money due subcontractors and material dealers promptly. The Contractor shall submit releases of liens, satisfactory to the City, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.

NEW STATUTE AS OF JANUARY 1, 2021:

- 43. E- VERIFY:** The City, contractor and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A contractor who enters into a contract with a subcontractor, must require that the subcontractor provides the contractor a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The Contractor shall comply with all other federal laws pertaining to the subcontractor.

END OF SECTION I

SECTION II. GENERAL PROVISIONS

1. SCOPE OF WORK

1.1 Intent of Contract: It is the intent of the City of North Port (hereinafter referred to as City) to purchase water and wastewater treatment chemicals on an as required basis. Chemicals shall be primarily utilized by the North Port Utilities Department (hereinafter referred to as NPU) and shall be delivered to various job sites within the City. Any water or wastewater system that NPU constructs or acquires through contract operations or direct purchase shall receive the same price structure.

Name Brand specifications are offered as a guide only, and not a competitive limiting device. Other manufacturers (bidders of similar specified items) are encouraged to submit competitive bids. The City will accept an equivalent or better for all items listed. Equivalents are subject to verification by City prior to acceptance of same.

1.2 Definitions:

1.2.1 For purposes of this Bid, the term "Vendor" or "Bidder" shall be defined as the company submitting the proposal and shall include all subsidiaries, affiliates, and subcontractors. As such, any requested documentation shall apply to all subsidiaries and affiliated companies as well as any subcontractors. If a company is using a subcontractor to either manufacture or deliver the product, the requested items (e.g., references, terminations, and safety incidents) shall apply to the subcontractor as well.

1.2.2 The Contract documents consist of the Request for Bids, Instructions to Bidders, Bid Forms, , General Provisions, Special Provisions, Insurance Requirements, and all other related documents, including all modifications thereof incorporated in the documents before their execution. These form the Contract.

1.2.3 Written notice shall be deemed to have been duly served three days after date of postmark, and upon receipt, if delivered to the individual or member of the firm or an officer of the corporation for whom it is intended.

1.2.4 Subcontractor(s), as employed herein, includes only those having a direct Contract with the Vendor and it includes one who furnishes material worked to a special design according to the plans and specifications of this work, but does not include one who merely furnishes material not so worked.

1.2.5 The term "work" of the Vendor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the Contract.

1.2.6 All time limits stated in the Contract documents are of essence to the Contract.

1.2.7 The words “furnish,” furnish and install,” “install,” and “provide” or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean “furnish and install complete in place and ready for use.”

2.1.1 *The City’s Right to Terminate Contract:* If the Vendor refuses or fails to complete the work within the time specified for this Contract, or any extension thereof, the City may terminate the Contractor’s right to proceed. In such event, the City may take over the work and prosecute the same to completion by the Vendor or otherwise and the Contractor will be liable for any excess cost occasioned by the City. The City may take possession of and utilize in completing the work such materials and equipment as may be on the site of the work and necessary therefore.

If the Vendor should be adjudged bankrupt, or should make a general assignment for the benefit of his/her creditors, or if a receiver should be appointed due to insolvency, or if he/she should refuse or fail, except in cases which a time extension is provided to supply enough workmen, or if he/she should fail to make payment to subcontractors for labor and/or material, or disregard laws, ordinances or the instructions of the City, or be guilty of a violation of a provision of the Contract, then the City may, without prejudice to any other right or remedy and after giving seven (7) calendar days’ notice, terminate employment of the Vendor and possess materials, tools, and appliances thereon and finish work by methods it may deem expedient. Expenses incurred by the City and the damage incurred through the Vendor’s default shall be borne by the Vendor.

In any circumstance, the City shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Vendor thirty (30) calendar days written notice by certified mail.

In the event of termination, the Vendor shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, material, or work shall become the property of the City and shall be delivered to the City without reservation.

3.1.1 *Accidents:* The Vendor shall provide equipment and medical facilities as necessary to supply first aid to anyone who is injured in connection with the work. The Vendor must promptly report in writing to the City accidents arising out of, or in conjunction with the performance of the work, whether in, or adjacent to, the site, which causes death, personal injury, or property damages, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the City. If a claim is made by anyone against the Vendor or Subcontractor on account of an accident, the Vendor shall promptly report the facts in writing to the City, giving full details of the claim.

- 3.1.2** *Measurement of Quantities:* The quantities of work performed will be measured by the Vendor and approved by the City on the basis of measurement taken by the Vendor or its assistants, and these measurements shall be final and binding. All work computed under the Contract shall be measured by the Vendor according to the United States Standard Measurement and Weights. The City does not assume any responsibility that the final quantities will remain in accord with estimated quantities, nor shall the Vendor claim misunderstanding or deception because of such estimate of quantities.

The estimated quantities of work to be done and material to be provided may be increased, decreased, or omitted, as provided herein.

- 3.1.3** *Reference to Other Specifications:* Where reference is made to specifications such as ASTM, AWWA, AASHTO, or NSF the latest edition shall be used.

- 3.1.3.1** The Vendor shall furnish a complete list of proposed desired substitutions prior to signing of the Contract together with such engineering and catalog data as the City may require.

- 3.1.3.2** The Vendor shall abide by the City's judgment when proposed substitute items of equipment are judged unacceptable and shall furnish the specified item of equipment in such case. All proposals for substitutions shall be submitted in writing by the Vendor. The City will approve or disapprove proposed substitutions in writing within a reasonable time.

- 3.1.4.1** *Codes and Laws:* The successful bidder shall comply with all Federal, State, Local Laws and Ordinances that affect the Contract in any way.

3.2 *Storage of Materials*

- 3.2.1** Vendor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the designated site all materials and equipment required for the performance of the Contract.

- 3.2.2** Vendor is not entitled to payment, except for those materials which in the City's discretion are properly stored and transported.

3.2.3 The storage facilities and methods of storing shall meet City's approval and shall be in accordance with manufacturer's recommendations, or City will not be obligated to pay.

3.2.4 Once any Delivered Material is unloaded to the City, it shall be placed in the designated storage area or storage containment designated by the City, and is not to be removed from the designated storage, except for incorporation into the Work or upon subsequent written approval by City.

3.3.1 **STANDARDS:** It shall be the responsibility of each supplier to assure compliance with any Occupational Safety and Health Administration, (OSHA), Environmental Protection Agency (EPA), National Safety Foundation International (NSF) and other Federal, State, and/or Local rules, regulations, or other requirements, as each may apply, and all vendors must be an authorized vendor for all products.

Where AWWA Standards are applicable to any chemical listed herein, the same shall follow the latest revisions thereof. Florida Statutes, Chapter 442 Right-To-Know Law, mandates on-site Material Safety Data Sheets (MSDS) for all toxic substances. All bidders are required to submit MSDS with their Bid Forms.

3.3.2 **QUALITY:** The City will make the sole determination as to the suitability of materials when quality is a question or concern.

3.3.3 **BREAKDOWN/WORKLOADS:** Contractor acknowledges that, should he/she be awarded this contract and is unable to perform because of breakdown, scheduling, lack of equipment or manpower, the City may, on an order basis, go to the next qualified bidder without penalty to the City.

3.3.4 **SAFETY MEASURES:** Bidder(s) shall assure the City that each delivery truck will have the following (exceptions to these provisions must be noted on Bid Forms):

- A capable, CDL-licensed driver trained in the proper handling of chemical shipments and operation of equipment (if applicable).
- Self-Contained Breathing Apparatus (SCBA) (if applicable).
- Repair Kits for use on a 1-ton and/or 150-pound cylinder (if applicable).

Successful bidder(s) guarantee(s) that when, in the opinion of the City, an emergency condition exists related to chemicals, trained emergency crew(s) and proper equipment will be immediately available on a 24-hour basis if the City places a telephone call to the number provided by the successful bidder(s).

The awarded vendor(s) shall supply, in writing, an emergency spill response plan with emergency response personnel names and contact telephone numbers and 24-hour contact numbers. Emergency Response Plans must be detailed and proficient. Bidder(s) shall supply, in writing, an updated Emergency Response Plan once per year at the time of contract renewal. The City reserves the right to reject bidder(s) who fail to submit a comprehensive, emergency spill response plan.

Proper spill response notification procedure, along with any forms as required by all local, state or federal regulatory agencies, shall be supplied by the successful bidder(s) and any subcontracted delivery companies.

This requirement in no way relieves the successful bidder(s) of their responsibility to notify the proper regulatory agencies of a spill incident.

In the event of a spill or leak, the successful bidder(s) shall provide the necessary personnel to respond to and work with the City of North Port Fire Rescue Department or designated Hazardous Materials Response Team. The successful bidder(s) shall manage and oversee "After Event" clean-up efforts. Should a spill or leak caused by successful bidders' personnel, equipment, or method of delivery occur, successful bidder(s) shall immediately comply with all applicable terms and conditions of the Superfund Amendments and Reauthorization Act of 1986, 42 USC 11001, et. Seq. (SARA) and the Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes. The responsibility of compliance with Federal, State, and/or City Rules and Regulations regarding vendor-caused spills or releases shall rest with the successful bidder(s). Successful bidder(s) agrees to hold the City of North Port harmless for failure to properly report and/or comply with this provision.

3.3.5 LATE DELIVERY: The City Manager or designee may immediately terminate the Contract if Vendor does not deliver goods on the date specified by Vendor in order form, or alternatively may obtain such goods from an alternative source of supply. The City shall not be required to accept any late delivery of goods.

END OF SECTION II

SECTION III. SPECIAL PROVISIONS

SP-01 INTENT: It is the intent of the City of North Port (hereinafter referred to as City) to purchase water and wastewater treatment chemicals on an as required basis. Chemicals shall be primarily utilized by the North Port Utilities Department (hereinafter referred to as NPU) and shall be delivered to various job sites within the City. Any water or wastewater system that NPU constructs or acquires through contract operations or direct purchase shall receive the same price structure.

Name Brand specifications are offered as a guide only, and not a competitive limiting device. Other manufacturers (bidders of similar specified items) are encouraged to submit competitive bids. The City will accept an equivalent or better for all items listed. Equivalent items are subject to verification by City prior to acceptance of same.

For purposes of this Bid, the term "bidder or vendor" shall be defined as the company submitting the proposal and shall include all subsidiaries, affiliates, and subcontractors. As such, any requested documentation shall apply to all subsidiaries and affiliated companies as well as any subcontractors. If a company is using a subcontractor to either manufacture or deliver the product, the requested items (e.g., references, terminations, and safety incidents) shall apply to the subcontractor as well.

SP-02 Standards: It shall be the responsibility of each vendor to assure compliance with any Occupational Safety and Health Administration, (OSHA), Environmental Protection Agency (EPA), National Safety Foundation International (NSF) and other Federal, State, and/or Local rules, regulations, or other requirements, as each may apply.

Where AWWA Standards and NSF certification are applicable to any chemical listed herein, they shall comply with the latest revisions thereof. Florida Statutes, Chapter 442 Right-To-Know Law, mandates on-site Safety Data Sheets (SDS) for all toxic substances, therefore all bidders are required to submit SDS with their Bid Forms. It is the responsibility of the supplier to inform the City that NSF certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient ground for immediate termination of the contract between City and Contractor.

The Vendor shall only use equipment that is in good and safe working condition. The equipment shall produce results that meet or exceed the standards stated herein.

Equipment incapable of providing this will not be acceptable for use on this contract. The Vendor shall not use equipment which is unsafe or in need of repair. Work completed with equipment, which is not properly functioning, shall be deemed unacceptable.

SP-03 BID PRICES/TERM OF CONTRACT: The contract resulting from this bid request shall be valid from October 1, 2021 through and including December 31, 2024. If mutually agreed, this contract may be extended annually for up to two (2) additional one-year terms, at the contract terms and conditions.

Bidders shall bid unit prices, F.O.B. destination. These prices shall be considered firm for the duration of the fiscal year (October 1 thru September 30). This contract will be used for payment, including transportation, labor, equipment, and incidentals used in delivering supplies and materials to the point of delivery.

PRICE ADJUSTMENT: The Vendor may submit requests for unit price adjustments annually. Any price adjustment will require at least thirty (30) calendar days written notice from the Vendor to the City for approval. If the unit price adjustment request is for an increase, and the request is not submitted within this thirty-day timeframe, the Vendor will not be entitled to a price increase for the upcoming year.

Any price adjustments for the subsequent one-year term(s) shall only increase or decrease according to the latest version of data published by the U.S. Department of Labor, Bureau of Labor Statistics for the 12-month percentage change for the month of April, Producer Price Index (PPI) Industry Series or any other indices recognized for chemical supply as listed on the bid form.

The City reserves the right to evaluate all requested unit price adjustments to determine if they are appropriate and reasonable. Should the City and the Vendor not mutually agree to a price adjustment, then the City may terminate the agreement with written notice to Vendor. The Vendor must justify its request for an increase by submitting detailed price data and supporting documentation to verify the validity of the unit price increase. The Vendor must also furnish a written statement which states that the increase represents the cost of the service or supply of the goods, and in no way includes an increase for profits or overhead. The City's Purchasing Division may require additional information to verify the price increase.

The City reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not able to satisfactorily perform the contract.

Award is subject to approval of City's budget.

Storage tanks, when required for materials offered under this bid, shall be furnished by the successful bidder(s), on a no-cost-to-buyer loan basis.

SP-04 QUANTITIES: The quantities specified are based on annual estimates. The City makes no guarantee regarding the quantity to be purchased and reserves the right to increase or decrease the total quantities, as necessary, to meet actual requirements.

SP-05 REFERENCES: As part of the evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications. Prime bidder must be fully licensed to do business in the State of Florida and be currently licensed as a Certified General Contractor in the State of Florida and provide proof of licensure with the submitted Bid Proposal. Bidders must have successfully completed, as a Prime or Subcontractor, at least one (2) projects, in the past six (6) years, of similar type, size and dollar value of the project described herein.

SP-06 QUALITY: The City will make the sole determination as to the suitability of materials when quality is a question or concern. If quality is proven to be inadequate it shall be the responsibility of the vendor, at no additional cost to the city, to dispose of the inadequate chemical and replace with the appropriate chemical of the disposed quantity.

SP-07 OTHER ENTITY USE: The successful bidder(s) may be requested to convey their bid prices, contract

terms and conditions, to municipalities or other governmental agencies within the State of Florida.

SP-08 DELIVERY: Successful bidder(s) shall be strictly held to delivery date. In the event chemicals are not delivered by date specified, the City reserves the right to withdraw from contracts of purchase, and either award to the next lowest bidder or re-bid the specific product.

All deliveries shall be made between 7:00 and 15:00, Monday through Friday, excluding legal holidays, unless otherwise agreed by the receiving department prior to attempting to make a delivery. No additional delivery charges may be imposed for additional delivery attempts resulting from the successful bidders' failure to make contact with the representative at delivery site. Bulk deliveries require two (2) hours' notice of arrival from the supplier prior to delivery.

Bidders shall meet our desired methods for off-loading the chemical at each location (example: pallet of chemical by use of a pallet jack or forklift). Methods must be adequate to unload as the City wishes to contract with suppliers that have safe, efficient techniques for off-loading established. It is the successful bidders' full responsibility to off-load all deliveries and place in City storage facilities.

Certified weight tickets are required for each delivery. Successful bidder(s) will assure separate delivery tickets for each delivery and will obtain authorized signatures from City's employees. At least one (1) copy of the delivery ticket and corresponding weight ticket shall be left with City Employee on each delivery.

The Vendor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The City reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process. It is the Vendor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of any liquid chemicals shall be supplied by the Vendor and shall be clean and free from contaminating material. The City may reject a load if the equipment is not properly cleaned. The Vendor shall furnish a City approved, leak-free connection device between the trailer and the City's intake receptacle. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled liquid chemicals. If the spill is not cleaned up, the City will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Vendor and deducted from the amount due. If the City's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Vendor or its subcontractor, the Vendor shall be relieved of cleanup of the spill.

Each individual requirement will be covered by a Purchase Order. Separate invoicing reflecting Purchase Order Numbers will be required. Should successful bidder(s) become unable to perform due to breakdown, product scheduling, lack of product or equipment, the City may, as needed, purchase from other sources. Deliveries shall be made in tank truckloads as called for in these specifications. Chemicals shall be delivered to various locations throughout the City.

Successful bidder(s) must make deliveries within 96 hours after notification unless otherwise arranged with city personnel. If the successful bidder(s) cannot meet the requirements, the City shall purchase from another source until successful bidder(s) is able to meet the requirements.

SP-09 IDENTIFICATION: Each shipment shall exhibit a form of identification. Shipments shall be marked legibly with net weight of contents, manufacturer name, and brand name. Failure to comply may result in rejection of shipment at no cost to the City.

SP-10 SAFETY MEASURES: Bidder(s) shall assure the City that each delivery truck will have the appropriate licensure and safety equipment for the delivery.

Successful bidder(s) guarantee that when, in the opinion of the City, an emergency condition exists, trained emergency crew(s) and proper equipment will be immediately available on a 24-hour basis if the City places a telephone call to the number provided by the successful bidder(s).

The awarded vendor(s) shall supply, in writing, an emergency spill response plan with emergency response personnel names and contact telephone numbers and 24-hour contact numbers.

Proper spill response notifications procedure along with any forms as required by all local, state or federal regulatory agencies shall be supplied by the successful bidder(s) and any subcontracted delivery companies. This requirement in no way relieves the successful bidder(s) of his responsibility to notify the proper regulatory agencies of a spill incident.

In the event of a spill or leak, the successful bidder(s) shall provide the necessary personnel to respond to and work with the City of North Port Fire/Rescue or designated Hazardous Materials Response Team. The successful bidder(s) shall manage and oversee "After Event" clean-up efforts. Should a spill or leak caused by successful bidders' personnel, equipment, or method of delivery occur, successful bidder(s) shall immediately comply with all applicable terms and conditions of the Superfund Amendments and Reauthorization Act of 1986, 42 USC 11001, et. seq. (SARA) and the Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes. The responsibility of compliance with Federal, State, and/or City Rules and Regulations regarding vendor caused spills or releases shall rest with the successful bidder(s). Successful bidder(s) agrees to hold the City harmless for failure to properly report and/or comply with this provision.

SP-11 SODIUM HYDROXIDE SOLUTION NaOH & 50% (CAUSTIC SODA): Sodium Hydroxide (Caustic Soda) is used in water treatment systems and wet scrubber odor control type systems. This chemical is intended specifically for use in the manipulation of pH for stability purposes in water treatment systems and wet scrubber odor-control systems. All specifications are to be in accordance with AWWA Standard B501-08 with the following specifics and additions:

Caustic Soda 50% shall be available in bulk deliveries in quantities of at least one tanker truck per delivery to the City of North Port Water Treatment Plant at 5655 North Port BLVD and 11820 Manasota Beach Road. Only liquid 50% solution is required at this location. All products shall meet NSF-60 or 61 requirements as appropriate.

50% Sodium Hydroxide solution NaOH should be priced in gallons.

SP-12 ALUMINUM SULFATE: Aluminum Sulfate (liquid at 40% product) is specified for use in the coagulation of potable drinking water. Aluminum Sulfate (Alum) shall be in accordance with AWWA B403-09 (or latest edition).

Aluminum Sulfate shall be available in bulk deliveries in quantities of at least one tanker truck per delivery. Alum shall be supplied in liquid only. Certified weight certificates of each shipment will be required. Supplier shall be responsible for pumping Aluminum Sulfate into the City's storage tanks and shall provide all necessary equipment compatible with the City's filling station. This product will be delivered to 5655 North Port BLVD.

Aluminum Sulfate shall meet NSF-60 or 61 as appropriate for 400 mg/l feed rate.

Aluminum Sulfate shall be bid on a gallon basis.

Should samples be required for bid evaluation, Bidders will be required to deliver 100 gallons to the City at a predetermined site at no charge to the City for testing of product prior to awarding the bid.

SP-13 COAGULANT AID: Coagulant Aid is for use as an aid in the coagulation of potable drinking water as a chemical flocculent. Coagulant Aid shall be in accordance with AWWA B453-06 (or latest edition) modified as follows:

Coagulant Aid shall be available for delivery in fifty pound (50 lb.) bags with estimated delivery of 2,200 pounds per deliver to the City of North Port Water Treatment Plant at 5655 North Port BLVD. Affidavit of compliance stating that the coagulant aid complies with the applicable provisions of AWWA Standard B453-06 (or latest edition) and these specifications are required.

Upon formulation, dry Coagulant Aid shall have the following working solution characteristics:

- Must be 4 to 5% solution.
- 5 gram per liter concentration.
- 300 + 5% CPS (centipoises).
- Coagulant Aid shall be polyacrylamide powder PA 102 PWG or Leachem product LP212PG.

The Coagulant Aid must be a cationic polymer that is suitable to aid in the flocculation process and compatible for use with Aluminum Sulfate. The polymer should be provided in liquid form. The polymer will be delivered in 250-gallon totes.

Polymers evaluated in the past have been evaluated under specific water quality conditions. Whereas water quality changes during the year, the effectiveness of a specific polymer may change resulting in unsatisfactory performance resulting in product rejection. Whenever the polymer doesn't meet the above chemical specifications, it will be an immediate cause for rejection and allow the City to purchase another polymer that will meet the chemical specifications under the special weather or water quality conditions occurring.

Product should be shipped in 50 lbs. multi-wall bags. Palletizing to be included in bid price. Pallets will have slats on both sides of wooden frame.

Coagulant Aid shall meet NSF-60 or 61 as appropriate.

SP-14 POWDERED ACTIVATED CARBON: Powdered Activated Carbon is intended for use in controlling

and/or removing causative agents responsible for producing taste and odors in potable water. Powdered Activated Carbon shall be in accordance with AWWA Standard B600-10 (or latest edition).

Affidavit of compliance stating that the activated carbon complies with the applicable provisions of AWWA Standard B600-10 (or latest edition) and these specifications are required. Also, certified weight certificates for each shipment will be required. Product should be shipped in 50-pound multi-wall bags. Palletizing to be included in bid price. And pallets will have slats on both sides of wooden frame. This is to be delivered to 5655 North Port BLVD.

Powdered Activated Carbon shall meet NSF-60 or 61 as appropriate.

SP-15 Sodium Hypochlorite Solution NaOCl 12.5% (Liquid Chlorine Bleach): Sodium Hypochlorite (Liquid Chlorine Bleach) is used in water and wastewater treatment facilities at the following addresses.

- 8898 South Tamiami Trail
- 5355 Pan American BLVD
- 5655 North Port BLVD
- 1550 Nabatoff St.
- 8060 South Tamiami Trail
- 11820 Manasota Beach Road

Sodium Hypochlorite shall be in accordance with AWWA Standard B300-10 (or latest edition) modified as follows:

- Sodium Hypochlorite shall be available in bulk tanker truck deliveries to locations throughout the City. Deliveries will range from bi-weekly to monthly at the various locations.
- Affidavit of compliance stating that the Sodium Hypochlorite complies with the applicable provisions of AWWA Standard B300-10 (or latest edition) and these specifications are required.
- Sodium Hypochlorite shall be 12.5 trade percent available chlorine.
- Sodium Hypochlorite solution shall be a clear liquid containing not more than 0.15 percent insoluble matter by weight.
- Shipment shall be by bulk tanker truck.
- Supplier must provide a receipt with the exact quantity in gallons of Sodium Hypochlorite delivered at the time of delivery.
- Supplier shall be responsible for pumping Sodium Hypochlorite into City's storage tanks and shall provide all necessary equipment compatible with the City's filling stations.
- Sodium Hypochlorite shall meet NSF-60. "This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects."

In the event that a company is using a subcontractor to either manufacture or deliver the product, the requested references shall apply to the subcontractor as well.

At the sole discretion of the City, the Contractor's delivery personnel (driver) may be asked to collect a sample of hypochlorite before the shipment is unloaded. In this case, the City will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to the City. The sample shall be considered representative of the lot.

The City reserves the right to subject samples of the hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by the City that fails to comply with the specifications shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected.

Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

SP-16 SULFURIC ACID 50%: Sulfuric acid is used in water treatment systems. This chemical is intended specifically for the use in the manipulation of pH for stability purposes in the water treatment systems. This chemical will be delivered to S655 North Port BLVD and 11820 Manasota Beach Road.

Sulfuric Acid 50% shall be available in bulk deliveries in tanker truck quantities of at least 1,500 gallons per delivery to the City. The Sulfuric Acid supplied under this specification shall contain no substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been treated with it. Transport of the Sulfuric Acid shall conform to all applicable Federal, State, and local laws and regulations. The Vendor shall be responsible for pumping Sulfuric Acid 50% into the City's storage tank and shall provide all necessary equipment compatible with the City's filling station.

All products shall meet NSF-60 or 61 requirements as appropriate.

SP-17 AMMONIUM SULFATE 10% LIQUID: Ammonium sulfate shall be a 10% solution in liquid form with a 400 mg/L Maximum Use Level (MUL). The chemical in solutions shall be in accordance with AWWA Standard B-302-10 for ammonia sulfate, as applicable, and be listed/certified under the NSF 60 as suitable for treatment of drinking water, latest revision, and shall meet the requirements contained within these specifications.

This chemical will be delivered to the follow sites.

- 5655 North Port BLVD
- 1550 Nabatoff St.
- 8060 South Tamiami Trail
- 11820 Manasota Beach Road

The City reserves the right to perform any of the tests and inspection requirements where said test and inspection are needed to further determine compliance with AWWA, ANSI and ASTM specifications.

SP-18 FLOCCULANT POLYMER (Wastewater Treatment Rotary Drum Thickener): Rotary Drum Thickener is to be used at the wastewater treatment facilities as a product used to help dewater sludge. The product must be supplied in liquid form and in 250-gallon totes and delivered to 5355 Pan American BLVD and 8898 South Tamiami Trail. Currently used product is Fort Bend C1282.

Additional products will be considered, and these products will be subject to testing. Specification sheet of product should be supplied before bid closing with two (2) references of current wastewater treatment facilities using the product (must include contacts and phone numbers). Also, a required amount of polymer

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may be requested and used at the City's facilities for testing before approval. Regardless of the test results obtained, the City shall be the sole judge of the product to be purchased in the best interest of the City. No vendor or bidder shall be compensated by the City for conducting tests or submitting a bid.

Any product is subject to rejection at any time due to plant process issues. In which case the city will choose the next process proven product or Bidder.

SP-19 LIQUID CO2 (Carbon Dioxide): This item covers furnishing Bulk Carbon Dioxide (CO2). The material shall meet ANSI/AWWA B510-12 and ANSI/NSF Std. 60 for use in treating municipal drinking water. The City will require an affidavit of compliance with all applicable requirements of the standard.

Vendor will inspect tank fittings, valves, connections prior to filling bulk tank to ensure compatibility with Vendor's equipment and operating safety.

Trucks used for transportation shall comply with all applicable local, state and federal regulations regarding this transportation. And will be delivered to 11820 Manasota Beach Road.

Bidding will be in pounds and delivery tickets will be supplied in pounds received.

SP-20 SCALE INHIBITOR: This item is intended for use in Reverse Osmosis Water Treatment Plants it is used prior to the final cartridge filter. Item must be certified for use by all major membrane manufacturers. The current product being used is AWC A-102 Ultra. This product is acceptable, and all other products must meet the same specifications and be submitted prior to bidding for approval by the City. Should samples be required for bid evaluation, Bidders will be required to deliver 10 gallons to the City at a predetermined site at no charge to the City for testing of product prior to awarding the bid. If bidder wants to propose a different product than listed, they must provide at least two references who use the proposed product in an R.O. facility used to produce potable water (must include contacts and phone numbers).

Product will be shipped in 250-gallon totes to 5655 North Port BLVD and 11820 Manasota Beach Road.

Product will be bid in gallons.

Product must be NSF to NSF/ANSI Standard 60 certified for use in treating municipal drinking water.

SP-21 CORROSION INHIBITOR (Orthophosphate Blend): Water Distribution System Corrosion Inhibitor is an orthophosphate base or blend used as corrosion inhibitor for the treatment of potable water systems, that is NSF to NSF/ANSI Standard 60 certified. This product will be delivered to the Water treatment Plant Sites. Acceptable product is AWC A-782. All other products must meet the same specifications for use and corrosion protection. If a substitute is to be proposed it must be submitted prior to bidding closure for approval by the City. If bidder wants to propose a different product than listed, they must provide at least two references who use the proposed product in a municipal drinking water facility used to produce potable water (must include contacts and phone numbers). They must also provide the optimum water parameters including but not limited to pH and alkalinity ranges for the product. The product must also have complete solubility in water.

Product will be shipped in 250-gallon totes to 5655 North Port BLVD and 11820 Manasota Beach Road

Product will be bid in gallons.

SP-22 CALCIUM CHLORIDE (CaCl₂) 32%: Product shall be NSF 60 certified for use with potable water treatment. The product will be supplied in liquid form and will be supplied in bulk shipments to 11820 Manasota Beach Road.

Unit of measurement of the received shipments will be in gallons and the bid price will be in gallons.

SP-23 SODIUM HYDROSULFIDE (NaHS) 32%: This product is to be delivered in mini bulk on an as needed basis. The product to be delivered will be a 32% NaHS solution.

It will often be in amounts of 250 or less gallons and will need to be transferred from shipment container to bulk container. It will be delivered to 5655 North Port BLVD.

This product will need to be approved for use in the municipality treatment of potable water.

SP-24 MISCELLANEOUS ITEMS: Miscellaneous items and accessories which are not specifically mentioned, but which are essential to unload and properly operate unloading, shall be used and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous items or accessory is an essential part, and shall be approved by the City for safety and proper connections. The above requirement is not intended to include major components at the City's sites.

SP-25 LABOR, MATERIALS AND EQUIPMENT: The Vendor will provide competent, suitably qualified personnel to survey and lay out the Work and perform as required by the Contract Documents. The Vendor will at all times maintain good discipline and order at the site.

All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

SP-26 USE OF PREMISES: The Vendor shall confine their apparatus, storage of materials, and operations of personnel to limits indicated by law, ordinances, permits, and directions of City, and shall not unnecessarily encumber any part of the site.

The Vendor shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor subject any part of the Work to stresses or pressures that will endanger it.

The Vendor shall enforce City's instructions in connection with signs, advertisements, fires, and smoking.

The Vendor shall arrange and cooperate with City in routing and parking, and in routing material delivery truck and other vehicles to the site.

SP-27 MANUFACTURER'S LITERATURE: Manufacturer's literature, when referenced, shall be dated, and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes, or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, Safety Data Sheets, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

SP-28 BRAND NAMES: Brand names when used in the technical specifications, are intended to denote the standard of quality and performance required of the particular material or product. The term "equal" or "equivalent", when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is suitable for the same use and capable of performing the same function, in the opinion of the City's Engineer of Record, as the material or product so specified. The City's Engineer of Record must approve proposed equal items before they are purchased or incorporated in the Work.

SP-29 TERMINOLOGY: Throughout the Contract Documents, references to City or Owner shall, where appropriate, refer to the City of North Port, a municipal corporation of the State of Florida. References to Utilities Department and North Port Utilities refer to the City of North Port's Utilities Department and are used interchangeably. References to Engineer or "Resident Project Representative" may, where appropriate, refer to the City's Utilities Engineering Manager.

The terms General Conditions and General Provisions are used interchangeably in the Contract Documents. The terms Special Conditions and Special Provisions are used interchangeably in the Contract Documents.

The term "Contract Documents" is used interchangeably with "Agreement."

SP-30 QUALIFICATIONS/REFERENCES: Vendor shall submit a minimum of two (2) recent (within the past five (5) years) references of projects of similar size and scope involving chemical deliveries and product consistency.

CRITERIA FOR AWARD: The award of this RFB shall be a multi-award to the lowest responsive, responsible bidder(s) meeting or exceeding all of the specifications. Award of this bid may be in total or in part by line item, whichever the City determines is in its best interest. Other considerations in the award of this bid shall be the number of days required to deliver after receipt of purchase order and local preference.

In addition, the bid evaluation shall consider previous performance, safety, reliability, and reference checks. Because of the hazardous nature of some products and the relatively short shelf life of others, consideration shall be given to the bidder's safety record, reliability, and previous performance.

SP-31 CRITERIA FOR AWARD: The award of this bid shall be to the lowest responsive, responsible bidder who meets or exceeds the minimum requirements of these specifications. The basis of award shall be the Bid Item for the specific product to be awarded. At their sole discretion, the City reserves the right to award none, or one, or more of the Bid Items. The Contractor shall have no basis of claim for either time or cost should the City elect to award none, one or more of the Bid of the Items.

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Other consideration(s) of award shall be notice needed prior to commencement, completion time, local preference, references from projects of similar work and size that include project name, client name, contact name and phone number and / or e-mail address, and the date the project was completed. Any unfavorable references may be cause to deem bidder non-responsive.

The City reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract.

END OF SECTION III

BIDDER CHECKLIST ATTACHMENTS TO BE COMPLETED AND RETURNED WITH BID	SUBMIT THIS CHECKLIST
SEALED RFB ENVELOPE LABEL	
Check (√)	
ATTACHMENT 1: Insurance Requirements and Acknowledgement (page 51 acknowledgement to be submitted)	√
ATTACHMENT 2: Excel Tabulation Price Sheet (must complete and Submit in excel format on USB DRIVE). DO NOT RECREATE THIS FORM.	√
ATTACHMENT 3: Bid Form	√
ATTACHMENT 4: Statement of Organization	√
ATTACHMENT 5: Addenda and Bond Form (Bond N/A per Addendum #2)	√
ATTACHMENT 6: Equipment and Source of Supply/Subcontractor List	√
ATTACHMENT 7: Qualifications and References	√
ATTACHMENT 8: Non-Collusive Affidavit	√
ATTACHMENT 9: Conflict of Interest	√
ATTACHMENT 10: Public Entity Crime Information	√
ATTACHMENT 11: Drug-Free Workplace Form	√
ATTACHMENT 12: Affidavit Claiming Status as a Local Business or North Port Local Business Status (If not claiming, state N/A)	√
ATTACHMENT 13: Scrutinized Company Certification Form	√
ATTACHMENT 14: Lobbying Certification	√
ATTACHMENT 15: Vendor's Certification For E-Verify System	√

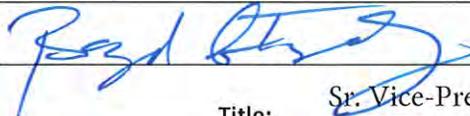
ENVELOPES MUST BE MARKED

"SEALED BID ENVELOPE LABEL BELOW (NEXT PAGE)".

PLEASE NOTE: Courier Packages (Fedex, UPS, etc.) shall be clearly marked.

If not using label provided on the next page, please include the following on the outside envelope: COMPANY NAME, RFB #, RFB TITLE, DATE DUE, TIME DUE, SUBMITTED BY, NAME OF COMPANY, E-MAIL ADDRESS, TELEPHONE.

Date: 10/20/21

Signed (Person authorized to bind the company): 

Name (printed): Boyd Stanley Title: Sr. Vice-President

SEALED RFB ENVELOPE LABEL

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed RFB".

PLEASE PRINT CLEARLY

SEALED RFB DOCUMENTS – DO NOT OPEN	
RFB #:	2022-01
RFB TITLE:	Water and Wastewater Treatment Chemicals
DATE DUE:	10/22/2021
TIME DUE:	2:00 p.m.
SUBMITTED BY:	Polydyne Inc.
(Name of Company)	
_____	_____
bids@polydyneinc.com	912-880-2035
e-mail address	Telephone
Deliver to:	
City of North Port Finance Department - Purchasing Division Geoff Thomas, Contract Administrator I 4970 City Hall, 3 RD Floor, Suite 337 North Port, Florida 34286 RFB NO. 2022-01 Water and Wastewater Treatment Chemicals	

Note: Submissions received after the time and date stated on the Notice of Availability will not be accepted.

ATTACHMENT 1:

EXCEL TABULATION

SEPARATE ATTACHMENT

- DO NOT RECREATE
- COMPLETE AND SUBMIT IN EXCEL FORMAT ON USB DRIVE

It is understood that the estimated summary of pay item quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation shall be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown.

Preparation of Bid Schedules: Contractor **MUST** use the City provided excel spreadsheet. **DO NOT RECREATE FORM**. All blank spaces in the Bid Form to be filled. *Bidder should not reference the words "No Charge, N/A, included, dash, etc." in any of the blocks. Bidder must identify a monetary amount for each UNIT COST (unless the unit price is "x" out by the City). **UNIT COST prevails over EXTENDED COST**. Failure to identify a monetary amount in any of the **UNIT COST** line items shall cause Bidder to be deemed non-responsive and bid response be rejected.* In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

ATTACHMENT 2:**INSURANCE REQUIREMENTS**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

LIMITS OF INSURANCE - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

Requirements:**1. Commercial General Liability – Occurrence Form (CG 00 01)**

Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

The Contractor shall procure and maintain, and require all subcontractors to procure and maintain a comprehensive general liability policy, including, but not limited to

- General Aggregate \$1,000,000
- Each Occurrence \$1,000,000
- products and completed ops \$1,000,000
- damage to rented premises \$100,000
- fire damage \$100,000

- a) The policy shall be endorsed to include the following additional insured language: "City of North Port and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- b) Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- c) Policy shall be endorsed for a waiver of subrogation against the City of North Port.

2. Commercial Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

- Combined Single Limit (CSL) (Ea Accident) \$1,000,000
- Bodily Injury (per person) \$1,000,000
- Bodily Injury (per accident) \$1,000,000
- Property Damage (per accident) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "City of North Port and its officers, employees, agents and volunteers" shall be named as an additional insured with

respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. Policy shall contain a waiver of subrogation against the City of North Port.

3. Worker's Compensation and Employers' Liability (PER CHAPTER 440. FLORIDA STATUTES)

The Contractor shall procure and maintain Worker's Compensation insurance for all his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by protection afforded by the Contractor's Workers Compensation insurance. For additional information contact the Department of financial Services, Workers' Compensation Division at 850.413.1601 or on the web at www.fldfs.com. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide, Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions. The minimum liability limits of such insurance shall not be less than herein specified or in that amount specified by law for that type of damage claim.

Proof of such insurance shall be filed by the Contractor with the City within ten (10) days after the execution of this Contract.

Workers' Compensation Employers' Liability

- Each Accident, each employee, bodily injury or disease \$1,000,000
- a. Policy shall contain a waiver of subrogation against the City of North Port.
 - b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
 - c. If the contractor has no employees, the contractor must submit to the City the Workers Compensation Exemption from the State of Florida.

4. Contractors' Pollution Legal Liability (if project involves environmental hazards) – If Required.

- Each Occurrence or Claim \$500,000
- Policy Aggregate \$500,000

GENERAL REQUIREMENTS:

A. The City of North Port is to be named additional insured on **Comprehensive Commercial General Liability Policy and Auto Policy**. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract.

Any and all deductibles to the above referenced policies are to be the responsibility of the Contractor. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, or SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the City.

B. WAIVER OF SUBROGATION: All required insurance policies, with the exception of Workers Compensation, are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any Subcontractors, agrees to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Contractor or its agents may be responsible for.

C. POLICY FORM:

1. All policies, required by this Contract, with the exception of **Workers Compensation**, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be **written on an occurrence basis**, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Professional Liability and Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees, or volunteers.
2. Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
3. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.

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- 5. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.
- 6. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.
- 7. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City's Risk Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- 8. Certificates of Insurance Evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Contractor will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

Bidders should carefully review their existing insurances and consider their ability to meet these requirements prior to submission. The requirements should be forwarded to their agent, broker, and insurance providers for review

Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of North Port Risk Division before the commencement of any work activities.

Bidder Statement:

We understand the requirements requested and agree to fully comply.

BIDDER'S NAME TITLE Boyd Stanley TITLE Sr. Vice-President

AUTHORIZED SIGNATURE DATE  DATE 10/20/21

THIS PAGE MUST BE COMPLETED AND SUBMITTED

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ATTACHMENT 3:
"REVISED BID FORM"

Name of Bidder/Company Name:
Business Address:
City/State/Zip Code:
Bidder/Company Telephone Number:
E-mail Address:
Contractor License #:
FEID #:

To the City Commission of the City of North Port pursuant to and in compliance with your notice inviting sealed bids (Invitation to Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract documents, local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services and design of certain items necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract documents for the prices hereinafter set forth.

The undersigned, as Bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Attachments, Exhibits, Insurance Requirements, Bid Form, Permit Fees, Plan Revisions, Plans, and any other reports or documentation for: RFB 2022-01 WATER AND WASTEWATER TREATMENT CHEMICALS and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price line items as indicated on the bid schedule form(s) submitted. The above specified documents are herein incorporated into the BidForm.

The undersigned as Bidder, declares that the only persons or parties interested in this submittal as principals are those named herein: that this submittal is made without collusion with any person, firm, or corporation: and he/she proposes and agrees, if the proposal is accepted, that he/she will execute a Contract with the City in the form set forth in the Contract documents and that he/she will accept in full payment thereof the following prices, to wit:

PROJECT TOTAL: \$

Through the signing of this Bid Form, Bidder attests his/her bid is guaranteed for a period of not less than NINETY (90) DAYS from the date of the official bid opening.

Date:

Signed (Person authorized to bind the company):

Name (printed): Title:

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 4:
STATEMENT OF ORGANIZATION**

The following information will be provided to the City of North Port for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or federal government.

Company Name Polydyne Inc.

912-880-2035 bids@polydyneinc.com 912-880-2078

Telephone # E-Mail Fax #
One Chemical Plant Road

Main Office Address State Zip Code
Riceboro GA 31323

City State Zip Code

Address of Office Servicing City of North Port, if different than above: SAME AS ABOVE

Office Address

City State Zip Code

Telephone # E-mail Fax #
Boyd Stanley, Sr. Vice-President

Name & Title of Firm Representative

Federal Identification Number: 34-1810283

Bidder shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

(Please Check One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,

In what state was it created: Delaware

Name as spelled in that State: Polydyne Inc.

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: F01000005154

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: John Pittman Secretary: Christopher Gannon
Vice President: Mark Schlag, Ken Luke Treasurer: Mark Schlag
Director: Director:
Other: Senior Vice-President-Boyd Stanley Other: Assistant-Secretary - Mark Schlag

Name of Corporation (As used in Florida):

Polydyne Inc.
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: P.O. Box 279
City, State Zip: Riceboro, GA 31323
Street Address: One Chemical Plant Raod
City, State, Zip: Riceboro, GA 31323

STATE OF ~~FLORIDA~~ Georgia
COUNTY OF Liberty

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this
20th day of October 2021, by Boyd Stanley.

Handwritten signature of Rebecca Beasley
Notary Public - State of ~~Florida~~ Georgia
My Commission Expires Dec. 17, 2022



Personally Known OR Produced Identification
Type of Identification Produced

Date: 10/20/21

Signed (Person authorized to bind the company): Handwritten signature of Boyd Stanley
Name (printed): Boyd Stanley Title: Sr. Vice-President

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2022-01 WATER AND WASTEWATER TREATMENT CHEMICALS

ADDENDA

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the bid price.

Addendum No.				Dated		Addendum No.		Dated	
Addendum No.				Dated		Addendum No.		Dated	
Addendum No.				Dated		Addendum No.		Dated	
Addendum No.				Dated		Addendum No.		Dated	

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

RFB NO. 2022-01 WATER AND WASTEWATER TREATMENT CHEMICALS

ATTACHMENT 6:

EQUIPMENT AND SUBCONTRACTOR/SUPPLIER LIST

Equipment is located at: One Chemical Plant Road, Riceboro, GA 31323

The following is a listing of your equipment, inclusive of manufacturer, year and condition. List the condition of equipment/vehicles utilized for this project in accordance with the following scale: **1-Excellent: 2-Good: 3-Fair: 4-Poor.** (Attach additional sheets, if required.)

Description	Manufacturer	Year	Condition	Leased/Owned (If leased, date of expiration)
POLYDYNE INC. is a wholly owned subsidiary of SNF HOLDING COMPANY. SNF has worldwide sales in excess of \$1 billion. POLYDYNE INC. is one of the largest suppliers of water soluble polymer to the municipal market in the United States, operating nine manufacturing plants, far more than any other competitor. We are a fully integrated manufacturing company and produce most critical raw materials. Our company has been in operation for over 25 years.				
POLYDYNE'S exclusive charter is to be the direct marketing organization for all SNF produced products to the municipal market, particularly those requiring "Manufacturers Only".				
As such POLYDYNE INC. is indeed the manufacturer of the proposed products and the exclusive owner of all equipment used in the manufacturing process.				

SOURCE OF SUPPLY AND SUBCONTRACTOR FORM

The following sources of supply and subcontractors shall be used for the **RFB NO. 2022-01 WATER AND WASTEWATER TREATMENT CHEMICALS**. If Bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to City approval. (If not applicable, state N/A).

SUBCONTRACTOR(S)

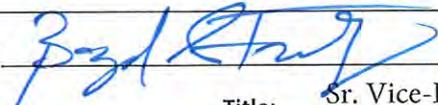
(PLEASE INCLUDE ADDRESS/TELEPHONE NUMBER & E-MAIL)

1. N/A, no subcontractors will be utilized for this contract.
2. _____
3. _____

SUPPLIER(S)

1. N/A
2. _____
3. _____

Date: _____

Signed (Person authorized to bind the company): 

Name (printed): Boyd Stanley Title: Sr. Vice-President

THIS PAGE MUST BE COMPLETED AND SUBMITTED

**ATTACHMENT 7:
QUALIFICATIONS AND REFERENCES**

Prime bidder must be fully licensed to do business in the State of Florida and be currently licensed as a Certified General Contractor in the State of Florida and provide proof of licensure with the submitted Bid Proposal. Bidders must have successfully completed, as a Prime or Subcontractor, at least one (2) projects, in the past six (6) years, of similar type, size and dollar value of the project described herein.

City of Atlanta

1. Business/Customer Name: _____

Name of Contact Person/Title: Daniel Sabou _____

Telephone# 404-565-8903 Fax _____ E-mail dsabou@atlantaga.gov _____

Address 2440 Bolton Road NW, Atlanta, GA 30318 _____

Phone Number 404-565-8903 _____

Duration of Contract or business relationship 14+ years _____

Type of Services Provided Supply of Emulsion polymer _____

Contract Period: FROM 08/30/07 TO 03/04/22 _____

Contract Price \$ 647,325.00 Contract Price at Completion of the Project \$ 647,325.00 _____

Urbana & Champaign Sanitary District

2. Business/Customer Name: _____

Name of Contact Person/Title: Jackie Christensen _____

Telephone# (217) 367-3409 Fax _____ E-mail JLChristensen@u-csd.com _____

Address 1100 E. University Ave. , Urbana, IL 61801 _____

Phone Number (217) 367-3409 _____

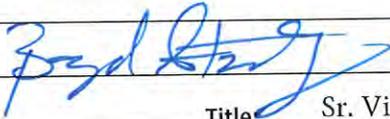
Duration of Contract or business relationship 26 Years _____

Type of Services Provided Supply of Emulsion polymer _____

Contract Period: FROM 6/1/95 TO 4/30/23 _____

Contract Price \$ 237,500.00 Contract Price at Completion of the Project \$ 237,500.00 _____

Date: 10/20/21 _____

Signed (Person authorized to bind the company):  _____

Name (printed): Boyd Stanley Title: Sr. Vice-President _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2022-01 WATER AND WASTEWATER TREATMENT CHEMICALS

3. Business/Customer Name: Manatee County

Name of Contact Person/Title: Kate Quilty, Superintendent

Telephone# 941-798-6721 Fax _____ E-mail kathryn.quilty@mymanatee.org

Address 17915 Waterline Road, Bradenton, FL 34212

Contract Period: FROM 2/29/16 TO 4/30/22

Contract Price \$ 20,020.00 Contract Price at Completion of the Project \$ 20,020.00

Phone Number 941-798-6721

Duration of Contract or business relationship 5 Years

Type of Services Provided Supply and delivery of anionic dry polymer

Contract Period: FROM 2/29/16 TO 4/30/22

Contract Price \$ 20,020.00 Contract Price at Completion of the Project \$ 20,020.00

4. Business/Customer Name: City of West Chicago

Name of Contact Person/Title: Joe Munder

Telephone# 630-293-2255 Fax _____ E-mail _____

Address 1400 West Hawthorne Lane, West Chicago, IL 60185

Phone Number 630-293-2255

Duration of Contract or business relationship 9 years

Type of Services Provided Supply and delivery of anionic dry polymer

Contract Period: FROM 11/1/2012 TO 12/31/22

Contract Price \$ 15,480.00 Contract Price at Completion of the Project \$ 15,480.00

Date: 10/20/21

Signed (Person authorized to bind the company): 
Name (printed): Boyd Stanley Title: Sr. Vice-President

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 8:

NON-COLLUSIVE AFFIDAVIT

State of Georgia }
County of Liberty } SS.

Before me, the undersigned authority, personally appeared:

Boyd Stanley who, being first duly sworn, deposes and says that:

- 1. He/She is the Sr. Vice-President (Owner, Partner, Officer, Representative or Agent) of Polydyne Inc., the Respondent that has submitted the attached reply:
2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply:
3. Such reply is genuine and is not a collusive or sham reply:
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted: or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this 20th day of October, 2021.

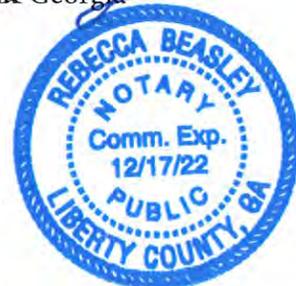
By: [Signature] (Printed Name) Boyd Stanley Sr. Vice-President (Title)

STATE OF ~~FLORIDA~~ Georgia COUNTY OF Liberty

Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [] online notarization, this 20th day of October 2021, by Boyd Stanley.

[Signature] Notary Public - State of ~~FLORIDA~~ Georgia My Commission Expires Dec. 17, 2022

Personally Known X OR Produced Identification Type of Identification Produced



THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 9:
CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

I am an employee, public officer or advisory board member of the City
_____ (List Position Or Board)

I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____

An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.

Name: _____

Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____

None of The Above

PART II:

Are you going to request an advisory board member waiver?

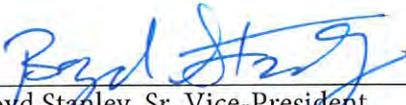
I will request an advisory board member waiver under §112.313(12)

I will NOT request an advisory board member waiver under §112.313(12)

N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any bidders whose conflicts are not waived or exempt.

COMPANY: Polydyne Inc. _____

SIGNATURE:  _____
Boyd Stanley, Sr. Vice-President

This page must be completed and submitted

ATTACHMENT 10:
PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, Boyd Stanley, being an authorized representative of the Respondent Polydyne Inc.,

Located at: One Chemical Plant Road

City: Riceboro State: GA Zip Code: 31323, have read and

understand the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

Signature: [Signature] Date: 10/20/21

Telephone #: 912-880-2035 Fax #: 912-880-2078

Federal ID #: 34-1810283 E-mail: bids@polydyneinc.com

State of Georgia

County of Liberty

STATE OF ~~FLORIDA~~ Georgia

COUNTY OF Liberty

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 20th day of October 2021, by Boyd Stanley.

[Signature]
Notary Public – State of ~~Florida~~ Georgia

Personally Known OR Produced Identification _____

Type of Identification Produced _____
Date: 10/20/2021

My Commission Expires
Dec. 17, 2022

Signed (Person authorized to bind the company): [Signature]

Name (printed): Boyd Stanley Title: Sr. Vice-President

THIS PAGE MUST BE COMPLETED AND SUBMITTED



**ATTACHMENT 11:
DRUG-FREE WORKPLACE FORM**

The undersigned Respondent in accordance with Florida Statute §287.087 hereby certifies that: Polydyne Inc. (Company Name) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
 6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.
- As the person authorized to sign the statement, I certify that Respondent complies fully with the above requirements.

Check one:

- As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.



Signature
Boyd Stanley, Sr. Vice-President

Print Name
10/20/21

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2022-01 WATER AND WASTEWATER TREATMENT CHEMICALS

ATTACHMENT 12:

AFFIDAVIT

Claiming Status as a LOCAL BUSINESS

****CONTRACTOR MUST MEET ALL 4 REQUIREMENTS BELOW TO CLAIM LOCAL BUSINESS STATUS****

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared:

_____ who, being first duly sworn, deposes and says that:

1. I am the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached proposal:

AND

2. I am fully informed respecting the operation and employees of the Bidder:

AND

3. I affirm that the Bidder has maintained a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before submitting this bid, from which the Bidder operates or performs business. The qualifying local address is:

AND

4. I affirm that at least fifty percent (50%) of the Bidder's employees are residents of the City of North Port. If requested by the City, the Bidder will be required to provide documentation substantiating the information given in this affidavit. City of North Port reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the Bidder's submission being deemed non-responsive. Any Bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City Contracts for a period of three (3) years.

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____ 2021, by _____.

Notary Public – State of Florida

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

This page to be returned **ONLY** if Contractor is claiming a Local Business Status.

RFB NO. 2022-01 WATER AND WASTEWATER TREATMENT CHEMICALS

AFFIDAVIT

Claiming Status as a North Port Local Business

****CONTRACTOR MUST MEET ALL 4 REQUIREMENTS BELOW TO CLAIM NORTH PORT BUSINESS STATUS****

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared: _____

who, being first duly sworn, deposes and says that:

1. I am the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached bid:

AND

2. I am fully informed respecting the operation and employees of the Bidder:

AND

3. I affirm that the Bidder has maintained its primary physical business address within the limits of the City of North Port for a period of six (6) months or more before submitting this bid, from which the Bidder operates or performs business. The qualifying local address is

AND

4. I affirm that at least fifty percent (50%) of the Bidder's employees are residents of the City of North Port.

If requested by the City, the Bidder will be required to provide documentation substantiating the information given in this affidavit. City of North Port reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the Bidder's submission being deemed non-responsive.

Any Bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City Contracts for a period of three (3) years.

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____ 2021, by _____.

Notary Public – State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

This page to be returned ONLY if Contractor is claiming a North Port Local Business Status.

ATTACHMENT 13:

Scrutinized Company Certification Form

Company Name: Polydyne Inc.

Authorized Representative Name and Title: Boyd Stanley, Sr. Vice-President

Address: One Chemical Plant Rd. City: Riceboro State: GA ZIP: 31323

Phone Number: 912-880-2035 Email Address: bids@polydyneinc.com

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

- This bid, proposal, Contract or Contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.
- This bid, proposal, Contract or Contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By: 
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Boyd Stanley, Sr. Vice-President

Date Certified: 10/20/21

Solicitation/Contract/PO Number (Completed by Purchasing): _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 14:

LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that":

STATE OF Georgia

COUNTY OF Liberty

This 30th day of October of 2021 Boyd Stanley, being first duly sworn, deposes and says that he or she is the authorized representative of Polydyne Inc. (Name of the Contractor, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the City in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the City. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Commission or an officer or employee of the City in connection with this Contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

Signed, sealed and delivered this 20th day of October, 2021.

By: [Signature]
Boyd Stanley
(Printed Name)
Sr. Vice-President
(Title)

STATE OF ~~FLORIDA~~ Georgia

COUNTY OF Liberty

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 20th day of October 2021, by Boyd Stanley.

[Signature]
Notary Public – State of ~~FLORIDA~~ Georgia

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires
Dec. 17, 2022

THIS PAGE MUST BE COMPLETED AND SUBMITTED



ATTACHMENT 15:
VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

STATE OF Georgia
COUNTY OF Liberty

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
 - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
 - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the City's termination of the contract and other penalties as provided by law.

VENDOR: Polydyne Inc. (Vendor's Company Name)
Boyd Stanley (Vendor signature)
Boyd Stanley (Vendor's name printed)
Sr. Vice-President (Title)

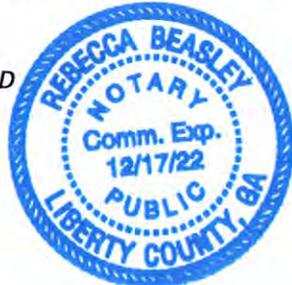
Sworn to and subscribed before me by means of physical presence or online notarization, this 20th day of October, 2021, by Boyd Stanley, as Sr. Vice-President.

Rebecca Beasley
 Notary Public

My Commission Expires
Dec. 17, 2022

Personally Known OR Produced Identification _____
Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED



**RFB 2022-01 CHEMICALS ATTACHMENT 1
 BID FORM - TABULATION-COST SCHEDULE**

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS: Polydyne Inc.
 CONTACT PERSON: Boyd Stanley, Sr. Vice-President
 EMAIL ADDRESS: boyd@polydyneinc.com
 AUTHORIZED SIGNATURE: *[Signature]*

ITEM #	DESCRIPTION	EST QTY	UNIT	TOTAL UNIT COST	EXTENDED COST
CHEMICALS					
1	SODIUM HYDROXIDE SOLUTION NaOH at 50% (CAUSTIC SODA)	36,500	GALLON	\$ -	\$ -
2	ALUMINUM SULFATE (40%)	900,000	GALLON		\$ -
3	COAGULANT AID	6,400	POUND	2.15	\$ 13,760.00
4	POWDERED ACTIVATED CARBON	4,800	POUND		\$ -
5	SODIUM HYPOCHLORITE SOLUTION NaOCI 12.5%	260,000	GALLON		\$ -
6	SULFURIC ACID	22,000	GALLON		\$ -
7	AMMONIUM SULFATE 10% LIQUID	17,300	GALLON		\$ -
8	FLOCCULANT POLYMER (WSTEWATER DRUM THICKENER)	10,000	GALLON	13.24	\$ 132,400.00
9	LIQUID CO2 (CARBON DIOXIDE)	9,125	POUND		\$ -
10	SCALE INHIBITOR	8,400	GALLON		\$ -
11	CORROSION INHIBITOR (ORTHOPHOSPHATE BLEND)	4,300	GALLON		\$ -
12	CALCIUM CHLORIDE 32%	36,500	GALLON		\$ -
13	SODIUM HYDROSULFIDE	21,000	GALLON		\$ -
TOTAL					\$ 146,160.00

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the SNF Holding Company (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be

presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
13. The Employer agrees not to take any adverse action against an employee based upon the employee's

perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA through its Web Services E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the

Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
 - A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
 - B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.
19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only

under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must

- allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
 5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
 7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
 8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
 9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

- C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. SNF Holding Company (Employer) hereby designates and appoints Maricel Salazar (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

Company ID Number:32855

Client Company ID Number:385743

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent ADP, Inc.	
Name (Please Type or Print) Maricel Salazar	Title
Signature Electronically Signed	Date February 09, 2021
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	SNF Holding Company
Company Facility Address	One Chemical Plant Road Riceboro, GA 31323
Company Alternate Address	
County or Parish	Liberty
Employer Identification Number	51-0329277
North American Industry Classification Systems Code	Chemical Manufacturing (325)
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	0

Company ID Number:32855

Client Company ID Number:385743

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Company ID Number:32855

Client Company ID Number:385743

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Jennifer Hinze
Phone Number	(912) 880-8091
Fax Number	
Email Address	jenniferh@snfhc.com

**Polydyne Inc.
General Information**

Federal Identification No. 34-1810283

State of Incorporation: Delaware

Date of Incorporation: August 21, 1995

Administrative Offices: P.O. Box 279,
1 Chemical Plant Road
Riceboro, GA 31323

Payment Address: P.O. Box 404642
Atlanta, GA 30384-4642

Board of Directors

Pascal Remy, John Pittman, Peter Nichols

Officers

President	John Pittman
Secretary	Christopher Gannon
Vice President Finance, Assistant Secretary, Treasurer	Mark Schlag
Senior Vice President	Boyd Stanley
Vice President	Ken Luke

***Authorized Signers-Non Officers**

Bobby Wise	Controller
-------------------	-------------------

Ownership Disclosure

Corporation	Percent Ownership	Owner
Polydyne Inc.	100	SNF Holding Company
SNF Holding Company	100	SPCM SA
SPCM SA	100	Mr. René PICH holds and controls 100% of the shares of SPCM SA, a company duly organized and existing under the laws of France, whose registered office is in ZAC de Milieux, Andrézieux, (42163), FRANCE, registered under the number 312 327 737 in the Commercial Registry of the town of Saint-Etienne (42000), FRANCE.

POLYDYNE INC

CERTIFICATE OF RESOLUTIONS

I, Christopher J, Gannon, Secretary of Polydyne Inc., a Delaware corporation (the "Company"), do hereby certify that at a duly called meeting of the Board of Directors of the Company, held on January 8, 2020, the Board of Directors unanimously approved the following Resolutions:

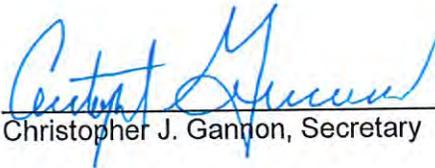
RESOLVED, that Boyd Stanley, René Pich, John Pittman, Mark Schlag, Bobby Wise and Ken Luke be and hereby are authorized, empowered and directed to bid, in the name of and on behalf of the Corporation, upon such municipal projects as he may deem appropriate; and further

RESOLVED, that Boyd Stanley, René Pich, John Pittman, Mark Schlag, Bobby Wise and Ken Luke be and hereby are authorized and empowered to execute and deliver, in the name of and on behalf of the Corporation, all documents, instruments, certificate, agreements and papers as he may deem advisable or necessary or proper to effect the Corporation's municipal bids or the transactions contemplated thereby; and further

RESOLVED, that any Officer of the Corporation be and hereby is authorized and empowered, and to the extent necessary or advisable, directed, to attest the execution of any document executed pursuant to these resolutions, and to affix the seal of the Corporation thereto, and to certify under seal to any municipality the adoption of these resolutions; and further

RESOLVED, that the authorizations granted under these Resolutions shall continue in full force and effect until successors to the foregoing representatives of the Corporation shall have been duly appointed or until the death, resignation or removal of each such representative.

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Resolutions with effect this 8th day of January 2020.



Christopher J. Gannon, Secretary

(SEAL)

I attest the authenticity of this copy of the Resolution of the Board of Directors. This resolution is still valid and in effect as of date signed.



Mark Schlag
Vice President Finance, Assistant-Secretary & Treasurer
Date: 10/20/2021



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
POLYDYNE INC.

Filing Information

Document Number	F01000005154
FEI/EIN Number	34-1810283
Date Filed	10/02/2001
State	DE
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	11/17/2004

Principal Address

1 Chemical Plant Rd.
Riceboro, GA 31323

Changed: 04/23/2021

Mailing Address

1 Chemical Plant Rd.
Riceboro, GA 31323

Changed: 04/23/2021

Registered Agent Name & Address

NRAI SERVICES, INC
1200 South Pine Island Road
Plantation, FL 33324

Name Changed: 03/06/2006

Address Changed: 02/11/2011

Officer/Director Detail

Name & Address

Title President

Pittman, John
1 Chemical Plant Rd.
Riceboro, GA 31323

Title Director

Pittman, John
1 Chemical Plant Rd.
Riceboro, GA 31323

Title Director

Nichols, Peter
1 Chemical Plant Rd.
Riceboro, GA 31323

Title Director

Hund, Rene
1 Chemical Plant Rd.
Riceboro, GA 31323

Title Director

Remy, Pascal
1 Chemical Plant Rd.
Riceboro, GA 31323

Title Chairman of the Board

Pich, Rene
1 Chemical Plant Rd.
Riceboro, GA 31323

Title Treasurer / CFO

Schlag, Mark
1 Chemical Plant Rd.
Riceboro, GA 31323

Title Secretary

Gannon, Christopher
1 Chemical Plant Rd.
Riceboro, GA 31323

Annual Reports

Report Year	Filed Date
2019	03/20/2019
2020	05/08/2020
2021	04/23/2021

Document Images

04/23/2021 -- ANNUAL REPORT	View image in PDF format
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05/08/2020 -- ANNUAL REPORT	View image in PDF format
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06/30/2006 -- ANNUAL REPORT	View image in PDF format
03/06/2006 -- Reg. Agent Change	View image in PDF format
05/02/2005 -- ANNUAL REPORT	View image in PDF format
11/17/2004 -- REINSTATEMENT	View image in PDF format
03/17/2003 -- ANNUAL REPORT	View image in PDF format
03/15/2002 -- ANNUAL REPORT	View image in PDF format
10/02/2001 -- Foreign Profit	View image in PDF format

State of Florida



Department of State

I certify from the records of this office that POLYDYNE INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on October 2, 2001.

The document number of this corporation is F01000005154.

I further certify that said corporation has paid all fees due this office through December 31, 2004, that its most recent annual report/uniform business report was filed on November 17, 2004, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-fourth day of November, 2004



CR2EO22 (2-03)

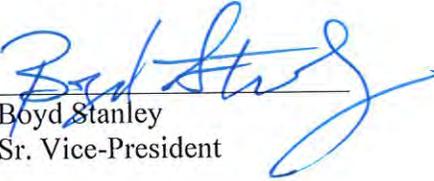
Glenda E. Hood
Glenda E. Hood
Secretary of State

AFFIDAVIT OF COMPLIANCE

POLYDYNE INC. hereby certifies that CLARIFLOC A-3301 complies with the latest revision of ANSI/AWWA B453, and NSF Standard 60. The official listing is attached.

POLYDYNE INC.

Company



Boyd Stanley
Sr. Vice-President

10/20/21

Date

The U.S. economy is recovering from the COVID-19 pandemic. However, many truck drivers left the market in 2020 and have not returned. As a result, the demand for transportation services far exceeds the supply of transportation assets, both hardware and personnel. This supply-demand dilemma exists across all modes of transportation. Furthermore, due to the COVID-19 pandemic, global supply chains have been disrupted, significantly impacting the flow and availability of critical raw materials.

Our entire organization is working tirelessly to secure the resources we need to continue the uninterrupted supply of polymer in the municipal market. For example, we seek every opportunity to expand our carrier base, where possible, and utilize multi-modal options to transport raw materials to our manufacturing facilities and finished polymers to our valued customers. We have also instituted measures at our production facilities to minimize loading times and add amenities for driver use.

You have our assurance that supplying the Municipal Water Treatment market with the required polymers will remain our highest priority. Polydyne Inc. personnel shall work diligently to ensure that orders are processed promptly. We will also partner with our internal Production and Logistics departments to provide the best possible service.

We thank you for your understanding and continued partnership during these challenging times. If there are questions regarding Polydyne Inc. deliveries or orders at any time, please feel free to contact Polydyne Customer Service at 1-800-848-7659 or Polydyne's Bids and Contracts Department by email at PolyBidDpt@snf.com


Boyd Stanley
Senior Vice-President



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, October 19, 2021** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

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

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=Polydyne+Inc%2E&TradeName=a%2D3301&PlantCountry=UNITED+STATES&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Polydyne+Inc%2E&TradeName=a%2D3301&PlantCountry=UNITED+STATES&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Polydyne Incorporated

P.O. Box 279

Riceboro, GA 31323

United States

800-848-7659

Visit this company's website

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

Facility : Riceboro, GA

Polyacrylamide[PC]

Trade Designation

Clarifloc® A-3301

Product Function

Coagulation & Flocculation

Max Use

1 mg/L

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

Number of matching Manufacturers is 1

Number of matching Products is 1

Processing time was 0 seconds

SNF

POLYDYNE

CLARIFLOC A-3301 POLYMER

PRODUCT BULLETIN

PRINCIPAL USES

CLARIFLOC A-3301 is a low charge anionic polyacrylamide that is used as a flocculant or coagulant aid in a wide variety of mining, municipal, and industrial water and wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, dewatering, and filtration. CLARIFLOC A-3301 can be used alone or in conjunction with other organic and inorganic coagulants. CLARIFLOC A-3301 is NSF certified for clarification of potable water at dosages up to 1.0 mg/L.

TYPICAL PROPERTIES

Physical Form	White Granular Powder
Ionic Nature	Anionic
Anionicity	3 %

PREPARATION AND FEEDING

CLARIFLOC A-3301 is water soluble, but certain precautions should be followed to obtain total dissolution with minimum loss of activity. Complete wetting of the individual polymer particles is the single most important factor in the preparation of powdered polymer solutions. One method to achieve good wetting is to use an aspirator type disperser that draws the solid polymer particles into the water stream using a vacuum created by water pressure. A water pressure of 30 psig or greater is required to implement this method. The wetted polymer from the aspirator should be discharged into a vessel equipped with a high speed mixer capable of stirring the entire tank. The polymer solution should be stirred for 15-60 minutes or until dissolution is complete. The suggested make-down concentration for CLARIFLOC A-3301 is 0.1-0.5 % by weight. Completely automated equipment is commercially available.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials for dissolution tanks. Unlined mild steel, black iron, galvanized steel, copper or brass should not be used in any part of the feed system. Stainless steel or PVC are recommended for pump heads and feed lines.

MANUFACTURING SPECIFICATIONS

% Moisture	< 12
UL Viscosity	4.2 - 5.2 cPs
% Insolubles	< 2.0
% Residual Acrylamide	< 0.05

HANDLING AND STORAGE

Suggested in-plant storage of CLARIFLOC A-3301 is one year in unopened bags. Store in a cool, dry area. For spills of dry CLARIFLOC A-3301, sweep up the material and reuse, if possible. Do not spray water on spilled dry product because the resulting gel is very slippery and difficult to clean up. For spills of CLARIFLOC A-3301 solutions, sprinkle sawdust or vermiculite over the spill area and sweep into approved chemical disposal containers. Rock salt cuts slipperiness.

SAFETY INFORMATION

CLARIFLOC A-3301 can potentially irritate the skin, eyes and lungs, so gloves, goggles and filter type respirator should be worn while handling this product. CLARIFLOC A-3301 is not readily ignited, but it will support an existing fire. Foam, CO₂ or dry chemical methods should be used because polymer-water mixtures are very slippery. Anyone responsible for the procurement, use or disposal of CLARIFLOC A-3301 should familiarize themselves with the appropriate safety and handling precautions outlined in the POLYDYNE Material Safety Data Sheet. In the event of an emergency with CLARIFLOC A-3301, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC A-3301 is available in 55 pound bags and supersacks. Bulk quantities also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(800) 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **CLARIFLOC™ A-3301**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: Polydyne Inc.
1 Chemical Plant Road
PO BOX 279, Riceboro, GA 31323
United States

1-800-848-7659

Telephone: (912)-884-8770

Telefax: -

E-mail address:

1.4. Emergency telephone number 1-800-424-9300

24-hour emergency number: +33 (0)4 77 36 87 25

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

2.3. Other hazards

Aqueous solutions or powders that become wet render surfaces extremely slippery.

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components

Contains no reportable hazardous substances.

SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:

Move to fresh air. No hazards which require special first aid measures.

Skin contact:

Wash off with soap and plenty of water. Get medical attention if irritation develops and persists.

Eye contact:

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. In case of persistent eye irritation, consult a physician.

Ingestion:

Rinse mouth. Do not induce vomiting without medical advice. Get medical attention if symptoms occur.

4.2. Most important symptoms and effects, both acute and delayed

Powder can cause localised skin irritation in folds of the skin or under tight clothing. Moderate eye irritation due to effects all powders have on conjunctivae.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:

Aqueous solutions or powders that become wet render surfaces extremely slippery.

SECTION 5: Firefighting measures**5.1. Extinguishing media***Suitable extinguishing media:*

Water. Water spray. Foam. Carbon dioxide (CO₂). Dry powder.

Warning! Aqueous solutions or powders that become wet render surfaces extremely slippery.

Unsuitable extinguishing media:

None known.

5.2. Special hazards arising from the substance or mixture*Hazardous decomposition products:*

Thermal decomposition may produce: nitrogen oxides (NO_x), carbon oxides (CO_x). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for firefighters*Protective measures:*

In the event of fire, wear self-contained breathing apparatus.

Other information:

Aqueous solutions or powders that become wet render surfaces extremely slippery.

SECTION 6: Accidental release measures**6.1. Personal precautions, protective equipment and emergency procedures***Personal precautions:*

Aqueous solutions or powders that become wet render surfaces extremely slippery.

Protective equipment:

Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:

Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

As with all chemical products, do not flush into surface water.

6.3. Methods and material for containment and cleaning up*Small spills:*

Do not flush with water. Clean up promptly by sweeping or vacuum. Keep in suitable, closed containers for disposal.

Large spills:

Do not flush with water. Clean up promptly by sweeping or vacuum. Keep in suitable, closed containers for disposal.

Residues:

After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 9: Physical and chemical properties; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage

7.1. Precautions for safe handling

No special precautions required. Aqueous solutions or powders that become wet render surfaces extremely slippery.

7.2. Conditions for safe storage, including any incompatibilities

Keep in a dry place. Keep container closed when not in use.
Incompatible with oxidizing agents.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Occupational exposure limits:
None known.

8.2. Exposure controls

Appropriate engineering controls:

Use local exhaust if dusting occurs. Natural ventilation is adequate in absence of dusts.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:

Safety glasses with side-shields. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

b) Skin protection:

i) Hand protection: PVC or other plastic material gloves. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.

ii) Other: Workclothes protecting arms, legs and body. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

c) Respiratory protection:

No personal respiratory protective equipment normally required. Dust safety masks recommended where working powder concentration is more than 10 mg/m³.

d) Additional advice:

Handle in accordance with good industrial hygiene and safety practice. Wash hands before breaks and at the end of workday. Wash hands before breaks and immediately after handling the product.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment. Do not flush into surface water.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

a) Appearance:	Granular solid, White.
b) Odour:	None.
c) Odour Threshold:	Not applicable.
d) pH:	5 - 8 @ 5 g/L (See Technical Bulletin or Product Specifications for a more precise value, if available)
e) Melting point/freezing point:	> 150°C
f) Initial boiling point and boiling range:	Not applicable.
g) Flash point:	Not applicable.
h) Evaporation rate:	Not applicable.
i) Flammability (solid, gas):	No data available.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	Not applicable.
l) Vapour density:	Not applicable.
m) Relative density:	0.5 - 0.9 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Soluble in water.
o) Partition coefficient:	-2
p) Autoignition temperature:	Does not self-ignite (based on the chemical structure).
q) Decomposition temperature:	> 150°C
r) Viscosity:	See Technical Bulletin.
s) Explosive properties:	Not expected to be explosive based on the chemical structure.
t) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.

9.2. Other information

None.

SECTION 10: Stability and reactivity

SECTION 10: Stability and reactivity

10.1. Reactivity

None known.

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

10.4. Conditions to avoid

None known.

10.5. Incompatible materials

Oxidizing agents.

10.6. Hazardous decomposition products

Thermal decomposition may produce: nitrogen oxides (NOx), carbon oxides (COx). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

The product contains no substances which at their given concentration, are considered to be hazardous to health.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

Contains no substances known to be hazardous to the environment.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation: Not readily biodegradable.

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

Not bioaccumulating.

Partition co-efficient (Log Pow): -2

Bioconcentration factor (BCF): ~0

12.4. Mobility in soilInformation on the product as supplied:

None.

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations**13.1. Waste treatment methods**Waste from residues/unused products:

Dispose in accordance with local and national regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Recycling:

In accordance with local and national regulations.

SECTION 14: Transport information**Land transport (DOT)**

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

SECTION 15: Regulatory information**15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture**Information on the product as supplied:TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

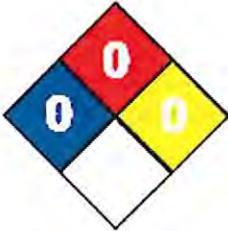
WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

SECTION 16: Other information

SECTION 16: Other informationNFPA and HMIS Ratings:

NFPA:

Health: 0
Flammability: 0
Instability: 0



HMIS:

Health: 0
Flammability: 0
Physical Hazard: 0
PPE Code: B

This data sheet contains changes from the previous version in section(s):

SECTION 8. Exposure controls/personal protection, SECTION 9. Physical and chemical properties, SECTION 11. Toxicological information, SECTION 12. Ecological information, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms

STOT = Specific target organ toxicity

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 21.01.a

PRNC001

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

SNF

POLYDYNE

FBS C1282 POLYMER

PRODUCT BULLETIN

PRINCIPAL USES

FBS C1282 is a high charge cationic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal and industrial wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Cationicity	60 %
Active Polyacrylamide Min.	40 %
Freezing Point	7 F. (-14 C.)
Density	8.5 - 8.7

PREPARATION AND FEEDING

FBS C1282 is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Avoid natural rubber and Buna-N gaskets as these materials swell when placed in contact with neat polymer. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. Stainless steel, Viton or Teflon are the best choices for pump heads. For feed lines, use PVC or reinforced Tygon tubing.

MANUFACTURING SPECIFICATIONS

Total Solids	41 - 48 %
Residual AcAm	< 1000 ppm
Neat Viscosity	500 - 2000 cPs
UL Viscosity	1.8 - 2.4 cPs

HANDLING AND STORAGE

Suggested in-plant storage life is one year in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of FBS C1282, sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

SAFETY INFORMATION

FBS C1282 is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the POLYDYNE Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

FBS C1282 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon tote bins containing 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(800) 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **FBS C1282**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: Polydyne Inc.
1 Chemical Plant Road
PO BOX 279, Riceboro, GA 31323
United States

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

SAFETY DATA SHEET

FBS C1282

Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

For explanation of abbreviations see Section 16.

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components

Distillates (petroleum), hydrotreated light

Concentration/ -range: 20 - 30%

CAS Number: 64742-47-8

Classification according to paragraph (d)
of 29 CFR 1910.1200: Asp. Tox. 1;H304

Notes

Does not result in classification of the mixture if the kinematic viscosity is greater than 20.5 mm²/s measured at 40°C.

Poly(oxy-1,2-ethanediyl), α -tridecyl-w-hydroxy-, branched

Concentration/ -range: < 5%

CAS Number: 69011-36-5

Classification according to paragraph (d)
of 29 CFR 1910.1200: Acute Tox. 4;H302, Eye Dam. 1;H318

Notes

For explanation of abbreviations see section 16

SECTION 4: First aid measures**4.1. Description of first aid measures***Inhalation:*

Move to fresh air. No hazards which require special first aid measures.

Skin contact:

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Get medical attention immediately.

Ingestion:

Rinse mouth with water. Do NOT induce vomiting. Call a physician or poison control centre immediately.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed

None reasonably foreseeable.

Other information:

None.

SECTION 5: Firefighting measures**5.1. Extinguishing media***Suitable extinguishing media:*

Water. Water spray. Foam. Carbon dioxide (CO₂). Dry powder.
Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:

None known.

5.2. Special hazards arising from the substance or mixture*Hazardous decomposition products:*

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides (CO_x). Ammonia (NH₃). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for firefighters*Protective measures:*

Wear self-contained breathing apparatus and protective suit.

Other information:

Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures**6.1. Personal precautions, protective equipment and emergency procedures***Personal precautions:*

Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:

Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:

Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

As with all chemical products, do not flush into surface water.

6.3. Methods and material for containment and cleaning up*Small spills:*

Do not flush with water. Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:

Do not flush with water. Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:

After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage**7.1. Precautions for safe handling**

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material. Incompatible with oxidizing agents.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection

SECTION 8: Exposure controls/personal protection**8.1. Control parameters**

Occupational exposure limits:

Distillates (petroleum), hydrotreated light

ACGIH: 200 mg/m³ (8 hours) (vapors)

8.2. Exposure controls

Appropriate engineering controls:

Ensure adequate ventilation, especially in confined areas. Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:

Safety glasses with side-shields.

b) Skin protection:

i) Hand protection: PVC or other plastic material gloves.

ii) Other: Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur.

c) Respiratory protection:

No personal respiratory protective equipment normally required.

d) Additional advice:

Wash hands before breaks and immediately after handling the product. Wash hands before breaks and at the end of workday. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties**9.1. Information on basic physical and chemical properties**

a) Appearance:

Viscous liquid, Milky.

b) Odour:

Aliphatic.

c) Odour Threshold:

No data available.

d) pH:

Not applicable.

e) Melting point/freezing point:

< 5°C

f) Initial boiling point and boiling range:

> 100°C

g) Flash point:	Does not flash.
h) Evaporation rate:	No data available.
i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/L @ 20°C
m) Relative density:	1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Completely miscible.
o) Partition coefficient:	Not applicable.
p) Autoignition temperature:	Not applicable.
q) Decomposition temperature:	> 150°C
r) Viscosity:	> 20.5 mm ² /s @ 40°C
s) Explosive properties:	Not expected to be explosive based on the chemical structure.
t) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.

9.2. Other information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

Oxidizing agents.

10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides (CO_x). Ammonia (NH₃). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

<i>Acute oral toxicity:</i>	LD50/oral/rat > 5000 mg/kg (Estimated)
<i>Acute dermal toxicity:</i>	LD50/dermal/rat > 5000 mg/kg. (Estimated)
<i>Acute inhalation toxicity:</i>	The product is not expected to be toxic by inhalation.
<i>Skin corrosion/irritation:</i>	Non-irritating to skin.
<i>Serious eye damage/eye irritation:</i>	Not irritating. (OECD 437)
<i>Respiratory/skin sensitisation:</i>	Not sensitizing.
<i>Mutagenicity:</i>	Not mutagenic.
<i>Carcinogenicity:</i>	Not carcinogenic.
<i>Reproductive toxicity:</i>	Not toxic for reproduction.
<i>STOT - Single exposure:</i>	No known effects.
<i>STOT - Repeated exposure:</i>	No known effect.
<i>Aspiration hazard:</i>	Due to the viscosity, this product does not present an aspiration hazard.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

<i>Acute oral toxicity:</i>	LD50/oral/rat > 5000 mg/kg (OECD 401)
<i>Acute dermal toxicity:</i>	LD50/dermal/rabbit > 5000 mg/kg (OECD 402)
<i>Acute inhalation toxicity:</i>	LC0/inhalation/4 hours/rat \geq 4951 mg/m ³ (OECD 403) (Based on results obtained from tests on analogous products)
<i>Skin corrosion/irritation:</i>	Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking.
<i>Serious eye damage/eye irritation:</i>	Not irritating. (OECD 405)

<i>Respiratory/skin sensitisation:</i>	By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)
<i>Mutagenicity:</i>	Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)
<i>Carcinogenicity:</i>	Carcinogenicity study in rats (OECD 451): Negative.
<i>Reproductive toxicity:</i>	By analogy with similar substances, this substance is not expected to be toxic for reproduction. NOAEL/rat = 300 ppm. (OECD 421)
<i>STOT - Single exposure:</i>	No known effects.
<i>STOT - Repeated exposure:</i>	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/90 days \geq 3000 mg/kg/day (OECD 408) (Based on results obtained from tests on analogous products)
<i>Aspiration hazard:</i>	May be fatal if swallowed and enters airways.
<u><i>Poly(oxy-1,2-ethanediyl), α-tridecyl-ω-hydroxy-, branched</i></u>	
<i>Acute oral toxicity:</i>	LD50/oral/rat = 500 - 2000 mg/kg
<i>Acute dermal toxicity:</i>	LD50/dermal/rabbit > 2000 mg/kg
<i>Acute inhalation toxicity:</i>	No data available.
<i>Skin corrosion/irritation:</i>	Not irritating. (OECD 404)
<i>Serious eye damage/eye irritation:</i>	Causes serious eye irritation. (OECD 405)
<i>Respiratory/skin sensitisation:</i>	The results of testing on guinea pigs showed this material to be non-sensitizing.
<i>Mutagenicity:</i>	In vitro tests did not show mutagenic effects. In vivo tests did not show mutagenic effects.
<i>Carcinogenicity:</i>	Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.

<i>Reproductive toxicity:</i>	Based on available data, product is not expected to be toxic for reproduction. Two-Generation Reproduction Toxicity (OECD 416) - NOAEL/rat > 250 mg/kg/day Prenatal Development Toxicity Study (OECD 414) - NOAEL/Maternal toxicity/rat > 50 mg/kg/day - NOAEL/Developmental toxicity/rat > 50 mg/kg/day
<i>STOT - Single exposure:</i>	No known effects.
<i>STOT - Repeated exposure:</i>	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/600 days = 50 mg/kg/day
<i>Aspiration hazard:</i>	No known effects.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

<i>Acute toxicity to fish:</i>	LC50/Fish/96 hours = 10 - 100 mg/L (Estimated)
<i>Acute toxicity to invertebrates:</i>	EC50/Daphnia magna/48 hours = 10 - 100 mg/L (Estimated)
<i>Acute toxicity to algae:</i>	Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
<i>Chronic toxicity to fish:</i>	No data available.
<i>Chronic toxicity to invertebrates:</i>	No data available.
<i>Toxicity to microorganisms:</i>	No data available.
<i>Effects on terrestrial organisms:</i>	No data available.
<i>Sediment toxicity:</i>	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

<i>Acute toxicity to fish:</i>	LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L (OECD 203)
<i>Acute toxicity to invertebrates:</i>	EC0/Daphnia magna/48 hours > 1000 mg/L (OECD 202)
<i>Acute toxicity to algae:</i>	IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L. (OECD 201)

<i>Chronic toxicity to fish:</i>	NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L
<i>Chronic toxicity to invertebrates:</i>	NOEC/Daphnia magna/21 days > 1000 mg/L
<i>Toxicity to microorganisms:</i>	EC50/Tetrahymena pyriformis/ 48h > 1000 mg/L.
<i>Effects on terrestrial organisms:</i>	No data available.
<i>Sediment toxicity:</i>	No data available. Readily biodegradable, exposure to sediment is unlikely.

Poly(oxy-1,2-ethanediyl), α -tridecyl-w-hydroxy-, branched

<i>Acute toxicity to fish:</i>	LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203)
<i>Acute toxicity to invertebrates:</i>	EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202)
<i>Acute toxicity to algae:</i>	IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)
<i>Chronic toxicity to fish:</i>	No data available.
<i>Chronic toxicity to invertebrates:</i>	NOEC/Daphnia magna/21 days > 1 mg/L (OECD 202)
<i>Toxicity to microorganisms:</i>	EC10/activated sludge/17 hours > 10000 mg/L (DIN 38412-8)
<i>Effects on terrestrial organisms:</i>	No data available.
<i>Sediment toxicity:</i>	No data available.

12.2. Persistence and degradability

Information on the product as supplied:

<i>Degradation:</i>	Based on degradation data of components, this product is expected to be readily (bio)degradable.
<i>Hydrolysis:</i>	At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.
<i>Photolysis:</i>	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Degradation: Readily biodegradable. 67.6% / 28 days (OECD 301 F) ; 68.8% / 28 days (OECD 306) ; 61.2% / 61 days (OECD 304 A)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

Poly(oxy-1,2-ethanediyl), α -tridecyl- ω -hydroxy-, branched

Degradation: Readily biodegradable. > 60% / 28 days (OECD 301 B)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow): Not applicable.

Bioconcentration factor (BCF): No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Partition co-efficient (Log Pow): 3 - 6

Bioconcentration factor (BCF): No data available.

Poly(oxy-1,2-ethanediyl), α -tridecyl- ω -hydroxy-, branched

Partition co-efficient (Log Pow): > 3

Bioconcentration factor (BCF): No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Koc: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Koc: > 5000

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:
Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:
Not concerned.

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:
Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status:

Not RCRA hazardous.

California Proposition 65 Information:

WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

SECTION 16: Other informationNFPA and HMIS Ratings:

NFPA:

SAFETY DATA SHEET

FBS C1282

Health: 0
Flammability: 1
Instability: 0



HMIS:

Health: 0
Flammability: 1
Physical Hazard: 0
PPE Code: B

This data sheet contains changes from the previous version in section(s):

SECTION 5. Fire-fighting measures, SECTION 8. Exposure controls/personal protection, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms

STOT = Specific target organ toxicity

Abbreviations

Acute Tox. 4 = Acute toxicity Category Code 4
Asp. Tox. 1 = Aspiration hazard Category Code 1
Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

Hazard statements

H302 - Harmful if swallowed
H304 - May be fatal if swallowed and enters airways
H318 - Causes serious eye damage

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 20.01.a

ENCC046

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.