

BIDDER CHECKLIST ATTACHMENTS TO BE COMPLETED AND RETURNED WITH BID	SUBMIT THIS CHECKLIST
SEALED RFB ENVELOPE LABEL	
	Check (v)
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	✓
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)	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: 10/20/2021

Signed (Person authorized to bind the company): 

Name (printed): Patrick Maloney Title: CEO

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.*

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: Donau Carbon US LLC

CONTACT PERSON: Patrick Maloney

EMAIL ADDRESS: admin.us@donau-carbon.com

AUTHORIZED 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	\$ -	\$ -
4	POWDERED ACTIVATED CARBON	4,800	POUND	0.68 \$	3,278.40
5	SODIUM HYPOCHLORITE SOLUTION NaOCl 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	\$ -	\$ -
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					3,278.40

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.

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

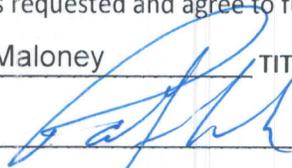
Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements spelled out above.

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 Patrick Maloney TITLE CEO

AUTHORIZED SIGNATURE DATE  DATE 10/20/2021

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 3:
"REVISED BID FORM"

Name of Bidder/Company Name: Donau Carbon US LLC
Business Address: 551 N US Hwy 41
City/State/Zip Code: Dunnellon FL 34432
Bidder/Company Telephone Number: 352-465-5959
E-mail Address: admin.us@donau-carbon.com
Contractor License #: _____
FEID #: 81-2729568

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:
Three thousand, two hundred seventy-eight dollars and forty cents \$ \$3,278.40

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: 10/20/2021
Signed (Person authorized to bind the company): 
Name (printed): Patrick Maloney Title: CEO

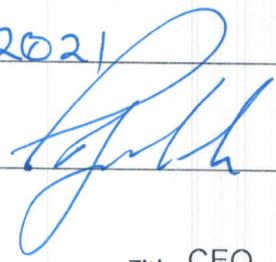
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ADDENDA

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	10/4/21	Addendum No.	5	Dated	10/14/21
Addendum No.	2			Dated	10/6/21	Addendum No.	6	Dated	10/18/21
Addendum No.	3			Dated	10/8/21	Addendum No.		Dated	
Addendum No.	4			Dated	10/13/21	Addendum No.		Dated	

Date: 10/20/2021

Signed (Person authorized to bind the company): 

Name (printed): Patrick Maloney Title: CEO

(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 Donau Carbon US LLC

352-465-5959 admin.us@donau-carbon.com 352-465-0679

Telephone # E-Mail Fax #
551 N US Hwy 41

Main Office Address
Dunnellon FL 34432

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 #

Patrick Maloney / CEO
Name & Title of Firm Representative

Federal Identification Number: 81-2729568

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: Donau Carbon US LLC

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.: 52-8017063839-6

Does it use a registered fictitious name: Yes or No

Names of Officers:

CEO ~~President~~: Patrick Maloney Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

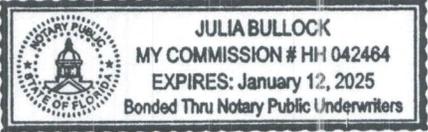
Donau Carbon US LLC
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: 551 N US Hwy 41
City, State, Zip: Dunnellon FL 34432

STATE OF FLORIDA
COUNTY OF Marion

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



J. Bullock
Notary Public – State of Florida

Personally Known OR Produced Identification _____
Type of Identification Produced _____

Date: 10/20/2021
Signed (Person authorized to bind the company): *Patrick Maloney*
Name (printed): Patrick Maloney Title: CEO

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 6:
EQUIPMENT AND SUBCONTRACTOR/SUPPLIER LIST

Equipment is located at: _____

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)

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 _____
- 2. _____
- 3. _____

SUPPLIER(S)

- 1. N/A _____
- 2. _____
- 3. _____

Date: 10 20 2021 _____

Signed (Person authorized to bind the company):  _____

Name (printed): Patrick Maloney Title: CEO

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.

1. Business/Customer Name: See attached

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

2. Business/Customer Name: See attached

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Date: 10/20/2021 

Signed (Person authorized to bind the company): _____

Name (printed): Patrick Maloney Title: CEO

THIS PAGE MUST BE COMPLETED AND SUBMITTED

RFB NO. 2022-01 WATER AND WASTEWATER TREATMENT CHEMICALS

3. Business/Customer Name: See attached

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

4. Business/Customer Name: See attached

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Date: _____ 10/20/2021

Signed (Person authorized to bind the company): _____ 

Name (printed): Patrick Maloney Title: CEO

THIS PAGE MUST BE COMPLETED AND SUBMITTED



551 N. US Highway 41
Dunnellon, Florida 34432
P: 352.465.5959
F: 352.465.0679

DONAU CARBON US LLC

Donau Carbon US LLC References

City of Fort Wayne
Brandy Lampkins
P: 260-410-1387
E: Brandy.Lampkins@cityoffortwayne.org

City of Greeley Water and Sewer
Alex Freehling
P: 970-667-7031
E: alex.freehling@greeleygov.com

City of Charlotte
Terry Crowe
P: 704 201 3857
E: tcrowe@ci.charlotte.nc.us

City of Shreveport
James Richardson
P: 318-422-7671
E: james.richardson@shreveportla.gov

ATTACHMENT 8:
NON-COLLUSIVE AFFIDAVIT

State of Florida
County of Marion } SS.

Before me, the undersigned authority, personally appeared:

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

- 1. He/She is the CEO (Owner, Partner, Officer, Representative or Agent) of Donau Carbon US LLC, 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.

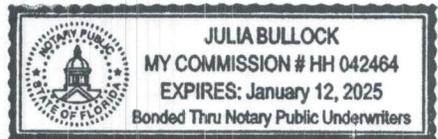
By: Patrick Maloney (Printed Name)
CEO (Title)

STATE OF FLORIDA
COUNTY OF Marion

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

J. Bullock
Notary Public – State of Florida

Personally Known 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)

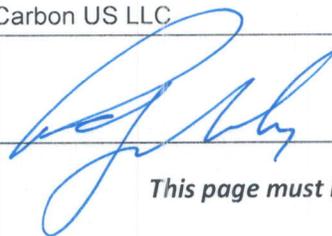
I will NOT request an advisory board member waiver under §112.313(12)

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: Donau Carbon US LLC _____

SIGNATURE: _____



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, Patrick Maloney, being an authorized representative of the Respondent Donau Carbon US LLC,

Located at: 551 N US Hwy 41

City: Dunnellon State: FL Zip Code: 34432, 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: [Handwritten Signature] Date: 10/20/2021
Telephone #: 352-465-5959 Fax #: 352-465-0679
Federal ID #: 81-2729568 E-mail: admin.us@donau-carbon.com

State of Florida

County of Marion

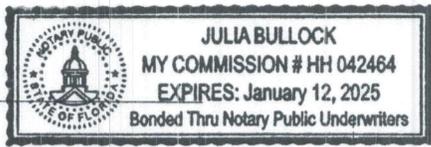
STATE OF FLORIDA

COUNTY OF Marion

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

[Handwritten Signature]
Notary Public – State of Florida

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



Signed (Person authorized to bind the company): _____

Name (printed): Patrick Maloney Title: CEO

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: Donau Carbon US LLC (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.

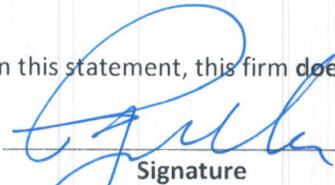
Check one:



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

Patrick Maloney

Print Name

10/20/2021

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED

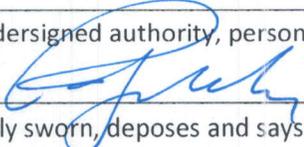
ATTACHMENT 12:
AFFIDAVIT

Claiming Status as a LOCAL BUSINESS

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

State of Florida
County of Marion } SS.

Before me, the undersigned authority, personally appeared:

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

1. I am the CEO (Owner, Partner, Officer, Representative or Agent) of Donau Carbon US LLC, 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:

N/A

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.

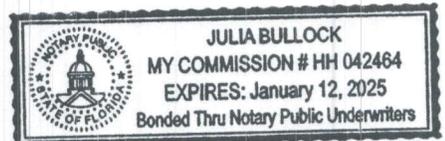
STATE OF FLORIDA

COUNTY OF Marion

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

J. Bullock
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.

ATTACHMENT 13:

Scrutinized Company Certification Form

Company Name: Donau Carbon US LLC

Authorized Representative Name and Title: Patrick Maloney / CEO

Address: 551 N US Hwy 41 City: Dunnellon State: FL ZIP: 34432

Phone Number: 352-465-5959 Email Address: admin.us@donau-carbon.com

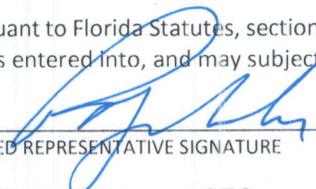
A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized 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: Patrick Maloney / CEO

Date Certified: 10/20/2021

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 Florida

COUNTY OF Marion

This _____ day _____ of 2021 _____, being first duly sworn, deposes and says that he or she is the authorized representative of Donau Carbon US LLC (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]
Patrick Maloney
(Printed Name)
CEO
(Title)

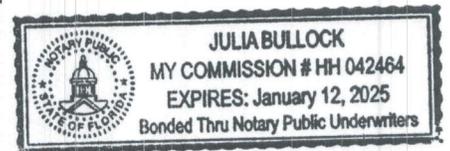
STATE OF FLORIDA

COUNTY OF Marion

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

[Signature]
Notary Public – State of Florida

Personally Known OR Produced Identification _____
Type of Identification Produced _____



THIS PAGE MUST BE COMPLETED AND SUBMITTED

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

STATE OF Florida
COUNTY OF Marion

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.

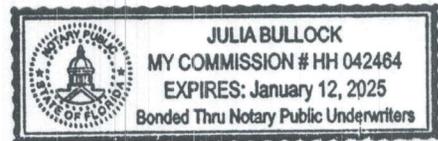
VENDOR: Donau Carbon US LLC (Vendor's Company Name)

Patrick Maloney (Vendor signature)
Patrick Maloney (Vendor's name printed)
CEO (Title)

Sworn to and subscribed before me by means of physical presence or online notarization, this 20th day of October, 2021, by Patrick Maloney, as CEO.

J. Bullock
Notary Public

Personally Known OR Produced Identification _____
Type of Identification Produced _____



THIS PAGE MUST BE COMPLETED AND SUBMITTED



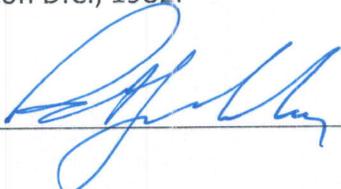
AFFIDAVIT OF COMPLIANCE

To: City of North Port

DATE: 10/20/21

This is to state that Donau Carbon US Watercarb Powdered Activated Carbon meets or exceeds the applicable provisions of AWWA Standard B600 in all respects, and the specifications of the Purchaser's Contract, which shall prevail.

Watercarb and all products manufactured by Donau Carbon US are certified to NSF/ANSI Standard 61. Watercarb also complies with the specifications for purity listed in the Water Chemical Codex published by the committee on Water Treatment Chemicals – Food and Nutrition Board – Assembly of Life Sciences – National Research Council – National Academy Press, Washington D.C., 1982.

Sign:  _____

Name: Patrick Maloney

Title: CEO

Company: Donau Carbon US

This Affidavit of Compliance is in accordance with section 6.3 of the AWWA B600 Standard.



2021 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/20

This Certificate Expires on December 31, 2021

Business Name and Location Address

DONAU CARBON US LLC
551 N US HIGHWAY 41
DUNNELLON FL 34432-1315

Certificate Number

52-8017063839-6

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as commercial real property.
- Re-rental as transient rental property.
- Resale of services.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Florida law provides for criminal and civil penalties for fraudulent use of a Florida Annual Resale Certificate.



WATERCARB High Performance Powdered Activated Carbon

Description Watercarb is a reliable, high quality powdered activated carbon manufactured by steam activation of select raw material.

Applications Watercarb is especially tailored for taste and odor removal in the treatment of potable water. Watercarb products meet or exceed AWWA B600 specifications, and are certified to ANSI/NSF Standard 61.

Specifications / Properties	Iodine Number	500 mg/g min
	Moisture	8 % max
	Bulk Density	0.4 - 0.6 g/cc
	Passing 325 Mesh	90 % min

Manufacturer Donau Carbon US is an innovative activated carbon manufacturing company focused on practical, environmentally-superior solutions to customers' needs. We develop and manufacture custom tailored, activated carbon products for removing contaminants from liquids and gases. Donau Carbon US utilizes a reclaimed raw material in many products, and uses only heat and steam for carbon activation.

Delivery Watercarb is available for delivery in 50 lb. bags, palletized, and in bulk *via* polypropylene bulk sacks, pneumatic tanker trailer and pneumatic rail car.

Safety and Handling Wet activated carbon removes oxygen from the air. In closed, or partially closed containers and vessels, oxygen depletion may reach dangerously low levels. Workers should follow appropriate procedures when entering confined spaces containing activated carbon.





Safety Data Sheet

1. Product and Company Identification

Common Name: Powdered activated carbon, steam activated
Product name: Watercarb (WC), AgCarb (AC), Stratocarb (SC)
Chemical Formula: C (carbon)
Recommended Use: Approved for use in the treatment of drinking water at water treatment facilities. Max. dosage 250 ppm. Not evaluated for point-of-use applications.
Manufacturer/Supplier: Donau Carbon US LLC
551 N US Hwy 41
Dunnellon, FL. 34432
352-465-5959
Emergency Telephone Number: CHEMTREC – 800-424-9300
Revision date: 10/17/2018

2. Hazards Identification

Classification: Non-Hazardous under normal conditions of storage and use in the treatment of potable water at water treatment facilities.

Hazards not otherwise classified: Combustible dust. May form combustible dust concentrations in air. All powdered activated carbons are classified as weakly explosive (Dust explosion class St1): Given the necessary conditions of a strong ignition source, right concentrations of airborne carbon dust, adequate oxygen levels, and confinement, the potential for a deflagration event exists. A combustible dust hazard assessment and employee training should be carried out. See sections 7 and 9 for further information on combustible dust precautions.

Label: None.

Precautionary Statements: Wet activated carbon removes oxygen from air and can lower the concentration of oxygen inside vessels and other confined spaces. Workers should follow procedures for low oxygen.

Workers should also take appropriate precautions when dealing with spent (used) activated carbons which may exhibit hazardous properties associated with the adsorbed materials.

3. Composition/Information on Ingredients

Chemical Name	CAS Number	Percent of Total Weight
Activated Carbon	7440-44-0	100

May contain small amounts of a proprietary scale inhibitor.

May contain small amounts of crystalline silica (<1%).

4. First Aid Measures

Inhalation: Remove to fresh air and provide rest. Get medical attention if breathing difficulties develop or persist.

Ingestion: If fully conscious, give one or two cups of water. If large quantities were ingested, consult a physician if gastrointestinal problems develop.

Eye: Flush with excess water preferably with an eyewash. Avoid rubbing the eyes. If irritation persists, consult a physician.

Skin: Wash thoroughly with soap and water.

5. Fire Fighting Measures

Special Fire Fighting Procedures: Use a fine water spray, mist, or fog, dry chemical, or CO₂. Avoid methods that may stir up dust clouds, introduce air to a smoldering pile, or cause the burning particles of carbon to fly over the area, spreading the fire. With adequate venting, slowly soak the carbon thoroughly with water or other suppressant. Use containment berms to slow water flow and allow carbon to settle out behind barrier and separate water.

Protective Equipment for Firefighters: Use self-contained breathing apparatus and full protective gear.

Unusual Fire Hazard: Activated carbon is difficult to ignite. Carbon fires generally burn slowly with a dull glow rather than with flames or smoke, and may be difficult to detect. Smoldering piles, whether confined or not, may be cool on the edges or exterior but hot enough to ignite in the interior when disturbed and the hot spots exposed to air.

Hazardous Decomposition or By-products: During combustion, high levels of carbon monoxide can be produced. Material allowed to smolder for long periods of time in enclosed spaces may produce carbon monoxide which may reach a lower explosive limit for carbon monoxide (12.5% in air).

Combustible dust. May form combustible dust concentrations in air. All powdered activated carbons are classified as weakly explosive (Dust explosion class St1). Given the necessary conditions of a strong ignition source, right concentrations of airborne carbon dust, adequate oxygen levels, and confinement, the potential for a deflagration event exists. Keep storage vessels cool and avoid air flow through hot product and exposure to strong ignition sources where product is confined. If carbon is exposed, mist and saturate with water while avoiding airborne dust. Dilute airborne dust concentrations with water mist or ignition-proof ventilation.

NFPA Rating: Flammability Hazard: 1 Reactivity Hazard: 0 Health Hazard: 1

6. Accidental Release Measures

In all cases, first eliminate or plan to avoid strong ignition sources. (If a fire or explosion is or could be the cause of the release, call 911.) Activated carbon is a weakly explosive combustible dust. In any case, do not use compressed air or any method to disperse the spill which creates additional substantial airborne dust which may direct the dust to ignition sources.

Personal precautions: Personnel should wear NIOSH-approved dust mask, eye protection, and suitable clothing.

Clean-up and containment:

For small spills: Retrieve as much material as possible by pushing gently with soft-bristle brushes and brooms, squeegees or dust mops, or by scooping with buckets or shoveling into containers or back into the original packaging. A final clean-up with a damp cloth or mop should suffice. Do not use compressed air or vigorous sweeping, as this may scatter dust into hidden or difficult-to-clean areas. Inspect hidden areas where dust may have settled.

During a major spill or release, a fine mist spray directed high at/on top of the cloud will lessen airborne dust. Airborne black powder will appear to be more material than it is and the majority of the spill will remain or settle quickly at ground-level and on horizontal surfaces. Once started, powder will flow like water. Barriers and berms can contain or direct the spill. Do not attempt to enter the spill to stop it as engulfment can occur. Once the flow stops, retrieve as much material as possible by pushing gently with soft-bristle brushes and brooms, squeegees or dust mops, or by scooping with buckets or shoveling into containers. Ignition-proof vacuums and vacuum trucks can aid in removing large spills. For final cleanup, wet area with a light water spray and squeegee surfaces.

If material collects on vehicles, remove the excess with soft-bristle brushes, then wash off the carbon with water-carbon powder will scratch the paint if wiped off.

Wetting the material with a light mist and slowly saturating it with water can aid in clean-up. Spill containment berms/straw bales which allow water to pass can effectively filter out the insoluble carbon and slow the water flow to allow the carbon to settle where excess water is used. If material enters or is washed down drains, continue to flush with water until clear. Carbon is insoluble and will settle out when the flow stops, potentially clogging pipes or drains, and can be difficult to re-suspend.

Waste Disposal Method: Dispose unused carbon as non-hazardous waste in refuse containers in accordance with local, state, and federal regulations.

7. Handling and Storage

Storage: Store packaged material as received in a dry, well-ventilated facility at ambient temperatures until ready to use. Store away from strong oxidizers, strong acids, ignition sources, combustible materials, and heat. An adequate air gap between packages is recommended to reduce propagation in the case of fire.

Bulk dry storage silos and containers should be designed to avoid strong ignition sources and uncontrolled ingress of air which could cause low velocity air flows in the carbon bed. Air flow can lead to localized heating due to the exothermic reaction of carbon with oxygen. It is recommended that bulk storage silos and dust collectors have relief venting or explosion doors in case of a fire event which could create the conditions necessary for deflagration. Refer to NFPA Standard 68 for guidance.

Handling: A hazard assessment should be carried out. As with all finely divided materials, ground all transfer, blending, and dust collecting equipment to prevent static discharge. Remove all strong ignition sources from material handling, transfer, and processing areas where dust may be present or accumulate. Practice good housekeeping. Excessive accumulations of dust or dusty conditions can create the potential of secondary explosions. Inspection of hidden surfaces for dust accumulation should be made routinely. If possible, eliminate the pathways for dust to accumulate in hidden areas. Fine carbon dust may penetrate electrical equipment and cause electrical shorts. Where dusting is unavoidable, dust-proof boxes and regular electrical line maintenance are recommended. Refer to NFPA standards 654 for guidance.

Caution employees-no smoking in carbon storage and handling areas. Carbon is difficult to ignite, however, cutting and welding operations should be carried out using hot work permit systems where precautions are taken not to ignite carbon, which may smolder undetected.

8. Exposure Controls/Personal Protection

Carbon dust is considered a nuisance dust.

OSHA Permissible Exposure Limits-Time Weighted Average

15 mg/m³, Total dust

5 mg/m³, Respirable

ACGIH Threshold Limit: 10 mg/ m³, Treated as nuisance dust

Silica, crystalline (Quartz) CAS RN 14808-60-7 may be present in small quantities:

OSHA Permissible Exposure Limits-Time Weighted Average

30 mg/m³ /(%SiO₂ +2) Total

10 mg/m³ /(%SiO₂ +2) Respirable

ACGIH Threshold Limit: 0.025mg/ m³

Engineering Controls: Ventilation should prevent airborne accumulation of dust and comply with maximum exposure limits. Equipment, if present, should be grounded.

Respirator Protection: NIOSH-approved dust mask recommended if excess carbon dust is generated.

Eye Protection: Safety goggles with side shield recommended. Provide eyewash stations nearby.

Skin: Wear suitable gloves, long sleeves, and pants. Wash thoroughly with soap and water after handling. Change into clean apparel before leaving the workplace. Wash apparel daily.

RCRA Status: If discarded in its purchased form, this product is not a hazardous waste, either by listing or by characteristic. However, under RCRA, it is the responsibility of the product user to determine at the time of disposal whether a material containing the product or derived from the product should be classified as a hazardous waste (40 CFR 261.10).

9. Physical and Chemical Properties

Appearance – Black powder solid, fine dust, 90% or more passing 325 mesh, free-flowing.

Upper/lower explosive limits No information available

Odor – Odorless, or slight sulfur smell.

Combustible dust- Watercarb is a combustible dust. May form combustible dust concentrations in air. All powdered activated carbons are weakly explosive. No specific information on Watercarb is available.

Typical combustible dust data for a variety of activated carbons:

K_{st} values reported between 43-113 (various sources).

Dust explosion class St1 (K_{st} values < 200 are Class St1-weakly explosive).

MEC (minimum explosible concentration) in air 50 and 60 g/m³ (two reports)

Volatile content (by weight): < 8% ASTM D3175-11 (Watercarb)

MIT (minimum ignition temperature) values reported between 400-680°C (752-1256°F) (four reports)

Maximum Absolute Explosion pressure values reported between 6.0-8.6 bar (four reports)

Vapor pressure Not applicable

Odor threshold Not applicable

Vapor density Not applicable

pH pH of Watercarb in solution varies between 7-10.

Relative density Not applicable

Apparent Density – 0.4 to 0.6 g/cc, typically 0.45 g/cc

Melting point/freezing point Not applicable
Solubility – insoluble in water. Scale inhibitor, if present, is soluble.
Initial boiling point and boiling range Not applicable
Flash point Not applicable
Evaporation rate Not applicable
Flammability Non-flammable
Partition coefficient: Not applicable
Auto-ignition temperature No information available
Decomposition temperature No information available
Viscosity Not applicable

10. Stability and Reactivity

Stability: Stable. Not self-heating.

Reactivity: May react exothermically with a potential for fire upon contact with strong oxidizers, including low-velocity air flows through carbon beds.

Incompatibility and Conditions to Avoid: Strong oxidizers such as ozone, liquid oxygen, chlorine, permanganate, etc. Do not store near combustible materials.

Hazardous Decomposition or By-product: Carbon monoxide may be generated in the event of fire.

Hazardous polymerization will not occur.

11. Toxicological Information

Information given is based on data obtained for this substance or from similar substances (activated carbons).

Likely routes of exposure: inhalation, ingestion. Skin absorption highly unlikely, no health effects known.

Effects: See Section 4-First Aid measures. No known long-term effects. Scale inhibitor, if present, is very mildly toxic if ingested.

Toxicological Data

Carbon, activated

LC50/inhalation/1 hr/rat = > 8.5 mg/L

LC50/oral/rat = > 2000 mg/kg

Carcinogenicity: Activated carbon is not listed as a potential carcinogen by National Toxicology Program, the International Agency for Research on Cancer, OSHA, or ACGIH. May contain trace concentrations of bound silica. Respirable crystalline silica is listed as a potential carcinogen of the lungs by the IARC and NTP. Much of the silica is inextricably bound within the particles of the activated carbon, and so does not present a substantial health hazard. Substantial protection is provided by adherence to the dust control measures recommended.

12. Ecological Information

Information given is based on data obtained for this substance or from similar substances (activated carbons).

Aquatic Toxicity: Non-toxic. No adverse ecological effects are known.

Terrestrial toxicity: Non-toxic in the soil.

13. Disposal Considerations

RCRA- Unused product is not hazardous waste under U.S. R.C.R.A.
Spent (used) product may be hazardous based on the substance adsorbed.
See also Section 8.

14. Transport Information

Shipping Name: Powdered Activated Carbon
LTL Freight Class: 70
NMFC Number: 40560
Hazard Class: None – Product is not spontaneously combustible or self-heating.

15. Regulatory Information

Certified under NSF/ANSI Standard 61 for use in the treatment of potable water. Maximum dosage 250 ppm. Not evaluated for point-of-use applications.

16. Other Information

Revised 5.27.15

NFPA 654 Standard for the Prevention of Fire and Dust Explosions from the Manufacturing, Processing, and Handling of Combustible Particulate Solids

NFPA 68 Guidelines for Deflagration Venting

The information herein was compiled and is presented in good faith but no warranty, expressed or implied, is made.