

CITY CLERK ORIGINAL

C-10055
06/23/2015

LINKING AGREEMENT BETWEEN THE CITY OF GLENDALE, ARIZONA AND POLYDYNE, INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 23 day of June, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Polydyne, Inc., a Delaware corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On November 27, 2013, the City of Scottsdale entered into a contract with Contractor to purchase the goods and services described in the Water & Wastewater Treatment Chemicals – Lot 1 Contract No. 14PB001, which is attached hereto as Exhibit A. The Water & Wastewater Treatment Chemicals Contract permits its cooperative use by other governmental agencies including the City. The Water & Wastewater Treatment Chemicals Contract is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies identical, or nearly identical, to the supplies Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was November 27, 2013, until the date the contract expires on November 27, 2015, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract

beyond November 27, 2018. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until November 27, 2015. The City may renew the term of this Agreement for 3 one-year periods until the Cooperative Purchasing Agreement expires on November 27, 2018. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies identified in the Scope of Work attached hereto as Exhibit A.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in Exhibit B hereto.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed eight hundred ninety-seven thousand five hundred dollars (\$897,500).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

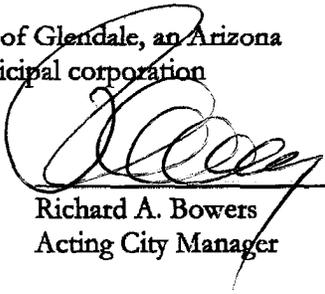
[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

City of Glendale, an Arizona
municipal corporation

By: _____


Richard A. Bowers
Acting City Manager

“Contractor”

Polydyne, Inc.,
a Delaware corporation

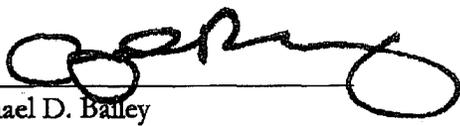
By: _____


~~Lawrence D. Grizzle~~
~~Business Manager~~
Boyd Stanley
Business Director

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

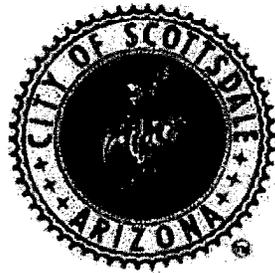
**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
POLYDYNE, INC.**

EXHIBIT A

City of Scottsdale Contract No. 14PB001 – Water & Wastewater Treatment Chemicals

Contract Amendment

INVITATION FOR BID



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

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WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

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INSTRUCTIONS TO BIDDERS



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

The City of Scottsdale invites sealed submittals for the purchase and delivery of various water and wastewater chemicals to the City Water Campus and various other locations throughout the City.

SOLICITATION CRITICAL DATES

BID/PROPOSAL SUBMITTAL DUE:	<u>2:00 P.M., LOCAL TIME, SEPTEMBER 5, 2013</u>
QUESTIONS DUE:	<u>2:00 P.M., LOCAL TIME, AUGUST 28, 2013</u>
APPROVED ALTERNATE SUBMITTALS DUE:	<u>2:00 P.M., LOCAL TIME, AUGUST 28, 2013</u>

1. SUBMITTAL RECEIPT AND OPENING

SEALED SOLICITATION SUBMITTALS WILL BE RECEIVED until 2:00 P.M., LOCAL TIME, SEPTEMBER 5, 2013 at the Purchasing Department Front Desk located on the second floor of the Scottsdale Corporation Yard Building at 9191 E. San Salvador Dr., Scottsdale, AZ 85258. **All submittals must be date and time stamped at the Purchasing Department front desk on or before the submittal receipt time and date. LATE SUBMITTALS WILL NOT BE ACCEPTED.** To allow staff to complete required internal administrative functions, submittals will be opened, read and the name of each bidder recorded, as a matter of public information, within thirty (30) minutes after the receipt time and date have past.

No Submittal will be considered unless it is submitted on the forms contained herein. **All submittals must be presented in a sealed envelope or box.** The outside of the submittal must be clearly marked with the solicitation number, solicitation title and the submitting company's name. This includes envelopes delivered by Fed Ex, UPS, DHL or other carrier.

2. PRE-BID CONFERENCE

(Not Applicable)

3. INFORMATION REQUESTS

Requests for additional information relating to this bid should be directed to:

Karie Ingles, CPPB
Bid & Contract Specialist
480-312-5744
kingles@scottsdaleaz.gov

INSTRUCTIONS TO BIDDERS



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

4. SOLICITATION QUESTIONS

The Bidder shall submit all questions, requests for clarification and inquiries in regards to this Solicitation to Karie Ingles, no less than eight (8) days prior to the original Solicitation opening date. It is preferred that all questions be submitted via email to the appropriate purchasing staff, kingles@scottsdaleaz.gov, where possible. When submitting any questions the Bidder should indicate the page number, Section Number/Clause Title and if possible paragraph number that is being questioned.

It is your responsibility to give notice, in the form of written questions before the bid opening on any item or issue in this solicitation that you believe should not be included or contained in any amendment to this solicitation or that the City failed to include in this solicitation that should have been included, and by your notice, the City could have cured the problem if the item or issue had been timely raised or objected to.

Failure to give notice may constitute a waiver of your right to object to the inclusion or lack of inclusion of the item or issue in this solicitation in any subsequent protest filed by you.

All questions, regardless of the method they are communicated (email, regular mail or hand delivered), must be clearly marked as "Solicitation Questions" and state the Solicitation number in the subject line of the email or on the outside of the envelope. If questions are not submitted via email, the submittal envelope **MUST** be clearly marked with Solicitation number and words "SOLICITATION QUESTIONS", or it may be mistaken as an actual bid submittal and not be opened immediately.

All Solicitation questions **MUST** be received by the Purchasing Division by **2:00 P.M., LOCAL TIME, AUGUST 28, 2013**. Any inquiries received after the specified time will be reviewed on an individual basis by the Purchasing staff to determine if a response would be advantageous for the City.

5. APPROVED ALTERNATES

Specifications and plans, if applicable, may contain references to service requirements, equipment and/or materials (patented or unpatented) or "approved alternate(s)." Such references shall be regarded as establishing a standard of quality, finish, appearance, performance or as indicating a selection or design based upon compatibility with existing equipment, materials or details of construction (if applicable) inherent to the project design. Such references shall not be construed as limiting the selection to a specified item, source or design detail. The use of an alternate or substitute, item or source as an approved alternate will be permitted, subject to the following procedure and pursuant to ARS 34-104 if the subject matter of this solicitation involves construction.

INSTRUCTIONS TO BIDDERS



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

5. APPROVED ALTERNATES – CONT'D

- a. The Bidder shall submit a written Request for Alternate to the contact person listed on page one of this solicitation at least eight (8) days prior to the original deadline for receiving Bids. Requests for alternates submitted to the City's contracted Consultant or other City Staff shall not be reviewed. The submittal envelope must be clearly marked with Solicitation Number and **"REQUEST FOR APPROVED ALTERNATE"**. Requests must be time stamped by the Purchasing Division by **2:00 P.M., LOCAL TIME, AUGUST 28, 2013**. The approved alternate request shall include all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations) and/or detailed plan modifications which may be required by the substitution. The Bidder shall submit additional information and/or samples when required.

The Contract Administrator or his representative, will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the proposal. If rejected, the Contract Administrator shall give notice of rejection to the Bidder submitting the request for approved alternate.

- b. Purchasing, if the request for approved alternate is accepted, shall issue a written addendum to the Solicitation specifying the approved alternates and publish the modification in the same manner as the original solicitation documents.
- c. The Specifications may reference equipment or materials "or alternate". The reference to "or alternate" shall be construed to mean "or approved alternate" in every instance. Use of an alternate or substitute item shall be allowed only if approval was received as outlined in this Section.
- d. For purposes of submitting a Request for Approved Alternate, the "bidder" is defined as the person or firm entering a submittal to the City in response to this solicitation. Therefore the City will not entertain any submittal for an approved alternate from any party not meeting the definition of bidder.

6. ENVIRONMENTAL PROCUREMENT POLICY

The City has established an Environmental Procurement Policy which encourages the inclusion of environmentally responsible products and services available to meet the intended purpose. We encourage the offer of alternatives that broaden the range of environmentally responsible products or services that will meet the performance requirements of this solicitation. IF YOU WISH TO SUBMIT AN ALTERNATIVE, follow the procedures specified in the Instructions to Bidders, Approved Alternate Section of this document., unless the approved alternate clause has been deemed not applicable.

INSTRUCTIONS TO BIDDERS



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

7. PURCHASING WEB SITE

The Purchasing web site provides a wide variety of information including: capability to download solicitations and plan sheets (if applicable), invoicing guidelines, how to introduce your products, list of Buyers commodity lines, etc. The web site can be accessed at <http://www.scottsdaleaz.gov/Purchasing>. Registering and downloading a solicitation will also provide the supplier with notices of all addendums that are issued.

8. DOWNLOADING SOLICITATIONS

All solicitation documents; plan sheets/drawings if applicable and addenda are available for download in .pdf format. Bidders may print their own copies of these documents or provide the files to any reprographics/copy center in their area. Bidders will no longer be able to pick-up these documents at the Purchasing Department and plan shipments will no longer be available. There will be one set of plan sheets/drawings (if applicable) available for onsite review only at the Purchasing office located at 9191 E. San Salvador Dr., Scottsdale, AZ 85258.

It is imperative that you download the solicitation from the City website at www.scottsdaleaz.gov in order to be notified of associated addenda.

9. EMAIL NOTIFICATION

The City of Scottsdale does not maintain a bidder list, however, on the City's main web site page, select the Email Subscriptions link and subscribe to receive a notification of Solicitation Opportunities twice weekly: – www.scottsdaleaz.gov

10. CITY OF SCOTTSDALE PROCUREMENT CODE

All procurement activities, conducted by the City of Scottsdale, are in conformance with the rules and regulations of the Scottsdale Procurement Code. A copy of the Code is available for review in the Office of the City Clerk located at City Hall, 3939 Drinkwater Boulevard and the Purchasing Office located at 9191 E. San Salvador Drive, Scottsdale, Arizona. A copy of the Code is also available from the Purchasing website:

http://www.scottsdaleaz.gov/Purchasing/Procurement_Code

A hard copy of the Code is available for purchase, for a fee of \$10.00, at the Purchasing Office.

11. PROSPECTIVE BIDDER'S CONFERENCE

A prospective bidder's conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this Solicitation in order to prevent any misunderstanding of the City's position. This conference will also give Bidders an opportunity to submit any questions and discuss any questions previously submitted.

INSTRUCTIONS TO BIDDERS



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

12. BIDDER'S PRESENTATION

Bidders may be invited to make a presentation. If invited, Bidders will be notified of the date and time of the presentation by the City of Scottsdale Purchasing Department.

13. INELIGIBLE BIDDER

The preparer of the bid specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Offeror on the solicitation for which they prepared the specification.

14. OBLIGATIONS

The issuance of this Solicitation does not obligate the City to pay any costs incurred in the preparation and submission of proposals.

15. NON COLLUSION AFFIDAVIT

By signing the Offer Form/Signature Page of the solicitation, or other official contract form, the Bidder certifies that:

In connection with the performance of this solicitation or any resulting Contract, the Bidder is stating and certifying that the Contractor/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Submittal in response to this solicitation or any potential resulting Contract.

If any company is jointly owned or associated through common officers/employees with another company(s) that is/are responding to the same solicitation, both/all of those companies must take all precautions so as to make sure the preparation of their bid or proposal submittal is done completely independent of the other company(s) or individual(s). Specifically, any individual working on preparation, approving or signing one submittal can have no knowledge of or interaction with any other bid or proposal submission from a different company for that same solicitation.

If the subject matter of this solicitation is construction, the bidder shall submit a completed and Notarized Non Collusion Affidavit, stating and certifying that said Bidder/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Submittal in response to this solicitation or any potential resulting Contract. The Bidder is to return the completed and notarized Non Collusion Affidavit with their submittal.

16. IMMIGRATION LAW COMPLIANCE

By signing the Offer Form/Signature Page of this solicitation, the Bidder certifies and warrants that for all solicitations for services (including construction services) it has complied with the E-Verify Program as required by ARS §23-214(A) or will have complied with the requirements of the E-Verify Program before award. Failure to comply with the E-Verify Program may result in the automatic disqualification of the Submittal as being non-responsive or the termination of any contract awarded and the possible forfeiture of any applicable bond.

INSTRUCTIONS TO BIDDERS



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

16. IMMIGRATION LAW COMPLIANCE – CONT'D

The City will include specific "Compliance with Federal and Arizona State Immigration Laws" language in any contract or subcontract it enters into with the successful Bidder. In addition, this language must be included in any subcontracts that the successful bidder enters into with its subcontractors.

17. LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that they are lawfully present in the United States.

A PERSON is defined as all NATURAL PERSONS/INDIVIDUALS/SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations, Limited Partnerships or General Partnerships)*

By submitting your quote, bid or proposal to the City you are agreeing that if you are selected as the awardee and meet the criteria as a PERSON you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Drivers License issued after 1996, Arizona nonoperating identification license, U.S. birth certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit form that the City will send to you for your completion prior to issuing any contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable documentation please indicate when you submitted it. If your acceptable Affidavit is already on file with the City that will be sufficient to meet this requirement.

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise us of your prior filing within 10 calendar days of being requested by then you may be considered non responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the City's Purchasing Department at (480) 312-5700 or the City's website at <http://www.scottsdaleaz.gov/Purchasing> on the Vendor Resources page at the bottom right under Forms.

18. TAXES/LICENSES

Federal Excise Taxes:

The City of Scottsdale is exempt from certain federal excise taxes. The most common areas where the City is exempt from Federal excise taxes are:

1. Fuel that is used by the City
2. Communication
3. Heavy trucks, trailers and tractors
4. Certain Superfund activity

If there is a specific circumstance that is in doubt you should contact the City to resolve that status of that Federal Excise tax and its applicability.

INSTRUCTIONS TO BIDDERS



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

18. TAXES/LICENSES – CONT'D

Transaction Privilege (Sales) Taxes on the City:

The City of Scottsdale is not exempt from being charged the appropriate Arizona State, County, and City privilege (sales) taxes on the goods and services that we procure. For suppliers within the state of Arizona the City expects to be charged the appropriate privilege taxes on the invoice. For out of state suppliers that do not have the ability to collect Arizona State privilege taxes the City will self accrue such Arizona State and City use taxes for collection and payment to the State of Arizona and City of Scottsdale.

Transaction Privilege (Sales) Taxes on the Supplier / Contractor: Certain Business Services and Activities may have a City of Scottsdale Privilege (sales) tax liability. To determine the City of Scottsdale tax treatment please visit the following website and view the City of Scottsdale Tax Code and other Privilege and Use tax resources.

Questions pertaining to the applicability of taxes shall be directed to the City of Scottsdale Tax & License Section at 480-312-2400. The Contractor shall be responsible for payment of all applicable taxes due on contract income whether or not such taxes are specifically separated in the bid amount.

<http://www.scottsdaleaz.gov/taxes/>

Certain Business Services and Activities may have a State Privilege (sales) tax liability. To determine the State tax treatment, please visit the following website or contact the Arizona Department of Revenue at 602-716-6578 or 602-716-6657.

<http://azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website:

<http://www.azdor.gov/Business.aspx>

The City of Scottsdale requires a license for service-oriented businesses located in Scottsdale that do not have a City of Scottsdale transaction privilege (sales) tax liability. This includes all activities or acts including, but not limited to service, professionals, trades and occupations, personal or corporate. To engage or continue in business the owner must obtain a Business, Occupational and Professional license. Service oriented businesses located outside the City limits are NOT required to obtain a Business, Occupational and Professional License from the City of Scottsdale.

Please visit the following website for the City of Scottsdale Transaction Privilege & Use Tax License and the Business, Occupational and Professional License applications:

<http://www.scottsdaleaz.gov/licenses/boplicense>

Bidder is solely responsible for any and all tax obligations which may result out of the bidder's performance of this contract. The City has no obligation to pay any amounts for taxes, of any type incurred by the bidder.

INSTRUCTIONS TO BIDDERS



WATER & WASTEWATER TREATMENT CHEMICALS

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18. TAXES/LICENSES – CONT'D

Construction Related Transaction Privilege (Sales) Taxes Responsibility of the Contractor:

The Contractor shall be responsible for payment of all applicable State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income whether or not such taxes are specifically separated in the bid amount. The taxes are to be reported on either a progressive billing (accrual) basis or cash receipts basis, depending on the method chosen at the time application was made for the Privilege (sales) Tax License.

City Privilege (sales) tax exemptions/deductions may be applicable to certain projects. We advise you to consider this as you prepare your bid. Please review, in detail, Sections 415, 465, and 110 of the Scottsdale Revised City Code, Appendix C to determine if exemptions/deductions are applicable. For tax guidance, please reference the City Code and other tax resources at the following website:

<http://www.scottsdaleaz.gov/taxes/>

The State of Arizona has similar exemptions; please reference ARS Title 42 at the following website:

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

To determine tax treatment of design/build contracts, please contact the Arizona Department of Revenue at 602-255-2060 and the City of Scottsdale Tax Audit Section at 480-312-2629.

Bids will be evaluated and recommended for award based on the total bid cost including tax.

19. CONTRACTOR'S LICENSING REQUIREMENTS

The Contractor shall state his Arizona State Contractor's License Number and Classification on the Bid Form as evidence that he is licensed to contract the work indicated in the specifications at the time of bid submittal.

In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a request for qualification/quotation or a request for proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a contractor without having a contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

INSTRUCTIONS TO BIDDERS



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20. LITIGATION

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 24 hours of any litigation or significant potential for litigation of which the Bidder becomes aware. Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

21. SUBCONTRACTOR'S LIST

If, at the time of bidding, any bidder intends to subcontract any portion of this contract, the bidder must complete the information required on the Subcontractor's List preceding the Bid Form and include this list with bid submittal documents.

22. SUBCONTRACTORS

During the performance of the Contract, the Contractor may engage any additional Subcontractors as may be required for the timely completion of this Contract, unless specifically prohibited by the specification. The addition of any Subcontractors must first receive the approval of the City. The awarded Contractor may relieve Subcontractors of City Tax liability by providing them with a completed Subcontractor Written Declaration form.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Contractor assumes responsibility for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

23. CONFIDENTIAL INFORMATION

Requests for nondisclosure of confidential information such as trade secrets and other proprietary data must be made known to the City within the bid submittal.

Bidders are instructed to clearly identify any proprietary information that may be submitted, and, if feasible, package such information in a separate, sealed envelope labeled "Confidential" or "Proprietary".

The City is subject to Arizona statutes and City Charter provisions that permit the inspection of public records. The City cannot insure confidentiality of any portion of a submittal document in the event a public inspection request is made.

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23. CONFIDENTIAL INFORMATION – CONT'D

However, in accordance with Section R2-188.23 pertaining to Request for Proposals and Section R2-188.6 pertaining to Invitation for Bids, of the City's Procurement Code, the City shall examine the portions of your proposal noted as "Confidential" and/or "Proprietary". If a determination to disclose the information is made, you shall be so informed.

This is the only notification concerning confidential information that will be given to potential bidders, and this provision should be taken into consideration prior to submitting a bid.

After contract award, and unless otherwise instructed by the bidder, the City shall destroy all information identified as confidential or proprietary in accordance with public records retention requirements.

24. SMALL BUSINESS

Small, minority owned businesses (MBE/WBE/DBE) are encouraged to respond to City of Scottsdale solicitations.

25. INTERPRETATIONS, ADDENDA

THE CITY OF SCOTTSDALE WILL NOT BE RESPONSIBLE FOR BIDDERS ADJUSTING THEIR SUBMITTAL BASED ON ORAL INSTRUCTIONS BY ANY MEMBER OF THE CITY STAFF OR BY THE CITY'S CONTRACTED CONSULTANT OR AGENT. SUBMITTALS DEVIATING FROM THE SPECIFICATIONS CONTAINED HEREIN BY ANY MEANS OTHER THAN AN AUTHORIZED ADDENDUM BY THE PURCHASING DIVISION WILL BE SUBJECT TO REJECTION.

Should a Bidder find an ambiguity, inconsistency or error in the Plans if applicable or Specifications, or should he be in doubt as to their meaning, he shall at once notify the contact person listed on page one of this solicitation, who will prepare a written addendum. The City will not be responsible for oral instructions or information.

All questions shall be submitted as per the Solicitations Questions Clause.

Any Addenda issued by the City during the time of bidding are to be included in the Submittal, and will become a part of the Contract. Bidders must acknowledge receipt of all Addenda on the Bid Form in the space provided or by signing the Offer and Acceptance Form. Failure to indicate receipt of addenda may result in a bid submittal being rejected as non-responsive.

A Notice of Addenda will be emailed to those who have provided their email address; or provided by other appropriate means to each bidder, person or firm recorded on the Plan Holder's list. A viewing copy of the Addenda will also be available wherever the Solicitation Documents are kept.

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26. SUBMITTAL PROCEDURE

No submittal will be considered unless it is submitted on the bid forms contained herein (or as otherwise requested). Faxed or emailed submittals will not be considered. Erasures, interlineations or other modifications in the submittal shall be initialed by the authorized person signing the Offer & Acceptance/Proposal Signature Page document.

The Bid Form/Pricing Proposal page (if applicable) containing the pricing must be completed, including the acknowledgement of any and all addendum that was issued. The name of the Contractor/Company must be listed on the page.

To be considered responsive, the Offer and Acceptance Form/Proposal Signature page must be signed and dated by an authorized person(s) eligible to sign contract documents for the contractor and is part of the original bid/proposal submittal due at the stated date and time indicated in the solicitation. Consortiums, joint ventures, or teams entering submittals will not be considered responsive unless it is established that all contractual responsibility rests solely with one bidder or one legal entity. The Submittal must indicate the responsible entity.

Submitters should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

If you wish to mail your submittal please note that it is the submitter's responsibility to ensure the submittal is received at the Front Desk of the Purchasing Office with enough time to have it time and date stamped on or before the solicitation receipt date and time. Faxed or emailed submittals will not be accepted. **LATE SUBMITTALS WILL NOT BE CONSIDERED.**

Submittals received after the time and date specified will be returned to the bidder unopened. A submittal may be withdrawn prior to the time set for opening submittals.

No submittal may be withdrawn for a period of one hundred and twenty (120) days after the date set for receipt of submittals.

At any time prior to the specified solicitation due time and date a Bidder may withdraw the bid. Faxed withdrawals will not be considered.

Submittals received by the City with the signed Offer on the Offer and Acceptance form/Proposal Signature document constitutes a legally binding offer by the contractor.

27. AWARD DETERMINATION

Bids will be evaluated and recommended for award based on the total bid cost excluding all applicable taxes.

The total bid cost amount shall include all costs attendant to the bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Bid.

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27. AWARD DETERMINATION – CONT'D

The contract shall be awarded to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

In the event of an "Add Alternate" bid, in order to keep the project within the budget, the City will use the "alternate add" bidding process. Under this procedure, the City will award the contract to the lowest responsive bidder considering the sum of the "base bid" and those "alternate bid items" which are within the budget. City will select the alternates in the order specified in the bid tabs. The City reserves the right not to select any item in the "alternate bid".

28. REJECTION OF BIDS

The Purchasing Director or City Council reserves the right, as the interest of the City requires, to reject any or all submittals, to waive any informality in submittals received, to award a contract by accepting or rejecting any alternate submittal(s) (additive or subtractive) and reserves the right to reject the submittal(s) of any bidder who has previously failed to perform competently in any contract with the City.

29. PROTESTS

Pursuant to the City of Scottsdale Procurement Code Section 2-213 an aggrieved person may protest any aspect of a solicitation prior to award of a contract. As used herein, the phrase "any aspect of a solicitation" shall be limited in its interpretation to mean an alleged violation of the City's Procurement Code as it relates to the bid solicitation, its evaluation, or its award.

A protest must be filed within ten (10) calendar days after the protestor, exercising reasonable diligence, knew or should have known of facts and circumstances upon which the protest is based. Failure to protest any issue, fact or circumstance the protestor knew or should have known upon the exercise of reasonable diligence within said ten (10) calendar day period shall forever preclude a hearing based upon that issue, fact or circumstance.

Notice of Awards will be given either through the City Council Meeting Agendas for those contracts being awarded by City Council (i.e. ,for construction and professional services) or through a Notice of Intent to Award posting, seven (7) calendar days prior to award, on the Purchasing section of the City's Internet Web Site for all administratively awarded contracts. Award of contracts shall be final and no protest pursuant to this section may be filed after award.

A protest must be in writing and shall:
State the name and address of the aggrieved person.
Identify the contracting activity and the number of the solicitation.

Contain a statement of all the grounds for the protest that the protestor then knows or should know based upon the exercise of reasonable diligence. Include supporting exhibits, evidence or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

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29. PROTESTS – CONT'D

Material submitted by a protester shall not be withheld from an interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to code provisions for confidential material.

If the protester believes the protest contains material that should be withheld, a statement advising the Director of this fact shall accompany the protest submission.

The written protest must be filed with the Purchasing Director at the following address:

City of Scottsdale
Purchasing Services Department
9191 E San Salvador Dr.
Scottsdale, AZ 85258
Attn: James Flanagan, Purchasing Director

The Director may dismiss a protest, upon a written determination, before scheduling a hearing if:

The protest does not state a valid basis for protest; or

The protest is untimely pursuant to Procurement Code Section 2-213.

If the director determines a hearing is appropriate under the circumstances, the director shall notify the protestor of the time and place set for a hearing on the protest. The director may also give notice of the hearing to any other persons involved in the solicitation whose interests may be affected by the ruling requested from the director. Any person whose interest is affected shall be permitted to intervene and participate in such hearing.

Nothing contained herein shall require that the protest hearing be held prior to the award, if evidence from the solicitation, its evaluation or its award cannot be released to the public until after the award in order to protect the competitive process or in the best interests of the City.

30. CONTRACT AWARD NOTIFICATION

Intent to Award notices for contracts conducted as formal solicitations will be posted on Purchasing's website on the Intent to Award listing. Informal solicitations will be posted to the Award listing upon award. Intent to Award and award information can be found at the link provided below:

<https://eservices.scottsdaleaz.gov/eServices/Solicitations/Awards.aspx?CID=0>

The City Council must approve award of contracts for construction and professional services exceeding the formal procurement limit. Any contract award going to City Council for approval is not binding on the City until after approval by the City Council, even if previously signed by the Contractor and a City representative. All other contracts exceeding the formal procurement limit may be administratively awarded by the Purchasing Director.

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30. CONTRACT AWARD NOTIFICATION – CONT'D

It is the submitter's responsibility to access this information from the City of Scottsdale Purchasing website link provided above. This is the only notification you will receive regarding the posting of Notices of Intent to Award and Award.

31. AWARD OF CONTRACT

By signing the Offer portion of the Offer/Acceptance Form as a part of the Response to the Solicitation, the contractor is making a non contingent offer to contract with the City strictly based upon the terms, conditions, and specifications contained in the City's solicitation. The City is under no obligation to accept any identified exceptions. These Bid or Proposal offers do not become contracts until after the Purchasing Director has signed the Acceptance portion of the Offer/Acceptance Form. The contract is then considered awarded to the successful contractor, eliminating the signing of a separate contract.

For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, unless any of the terms, conditions or specifications are modified by an addendum to the solicitation, a contract amendment, or by mutually agreed written terms and conditions in the Contract documents.

The effective date of this contract shall be the date the Purchasing Director signs the Offer and Acceptance form, unless another date is specifically stated as the effective date.

The Contractor is cautioned not to begin any billable work or provide any materials or services under this contract until the contractor receives a purchase order document or separate Notice to Proceed.

Once the City has awarded the contract by signing the acceptance portion of the Offer/Acceptance Form, Notice of Contract Award and presenting it to the Contractor, the Contractor is required to provide all additional Bonds and/or Insurance Certificates, and other documentation required to issue the purchase order or Notice to Proceed; within ten (10) calendar days after the date of this Acceptance of Offer or Notice of Contract Award. If the Contractor fails to furnish the required documents within the stated 10 calendar days they may be considered in default and may risk forfeiture of any applicable required Bid Bond. All required documents shall be sent to the Purchasing Representative listed in the solicitation.

Once the City has awarded the contract by signing the applicable contract, the Offeror is required to provide all additional Bonds and/or Insurance Certificates and other documentation required to issue the purchase order; within ten (10) calendar days after award. If the Offeror fails to furnish the required documents within the stated ten (10) calendar days they may be considered in default and may be at risk forfeiture of any applicable required Bid Bond. All required documents shall be sent to the Purchasing Representative listed in the solicitation.

32. BID BOND

(Not Applicable)

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1. ADDITIONAL SERVICE REQUESTED

Any service requested which is not specifically authorized by the Contract or written adjustments thereto, requires the issue of a separate purchase order by the City for authorization to perform, and separate billing by the Contractor for payment.

2. ADVERTISING

No advertising or publicity concerning the City using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the City of Scottsdale.

3. ARIZONA LAW

The Contract and all Contract Documents are considered to be made under, and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions. Any action to enforce any provision of this Contract or to obtain any remedy under this Contract will be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party expressly and irrevocably consents to the jurisdiction and venue of this Court.

4. ASSIGNMENT

Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.

5. ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

6. AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

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7. CANCELLATION OF CITY CONTRACTS

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. 38-511).

8. CAPTIONS/HEADINGS

The headings used in the Contract Documents are for ease of reference only and will not in any way be construed to limit or alter the meaning of any provision.

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

9. CERTIFICATE OF INSURANCE

The successful vendor(s) will be required to furnish the City of Scottsdale a certificate of insurance on a standard insurance industry ACORD™ form or its equivalent when separate insurance requirements are listed under clause #29-Insurance Requirements. The ACORD™ form must be issued by an insurance company authorized to transact business in the State of Arizona. A sample of a standard insurance industry ACORD™ form with the required additional insured language can be found on our Vendor Resources webpage under forms at: <http://www.scottsdaleaz.gov/Purchasing>. Failure to provide a Certificate of Insurance with the appropriate verbiage will result in rejection of your certificate and/or may be cause for contract default. Additionally, Certificates of Insurance submitted without referencing the Solicitation Number will be subject to rejection and discarded.

10. CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code. Change orders to contracts may be executed, according to established rules, when provided for in the original contract.

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10. CHANGES IN THE WORK – CONT'D

The Contractor will not perform any additional services without a written Change Order approved by the City. If the Contractor performs additional services without a Change Order, the Contractor will not receive any additional compensation.

11. CHEMICALS

Contractors must agree to provide Material Safety Data Sheets (MSDS) for all substances that are delivered to the City of Scottsdale, that come under the Federal requirements of 29CFR 1910 Subpart Z - Toxic and Hazardous Substances, which includes 29CFR 1910.1200 - Hazard Communication

All Contractors using chemicals on City of Scottsdale property shall use only the safest chemicals, with the least harmful ingredients. These chemicals shall be approved for use by a City of Scottsdale representative prior to bringing them on property.

Contractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart-Z Toxic and Hazardous Substances, and Section 1910.1200 Hazard Communication, Contractors are hereby informed of the presence of (or possible presence) of chemicals in the area where the work requested will be performed. It is the responsibility of all selected Contractors to contact the City of Scottsdale for specific information relative to the type of chemicals present and location of appropriate material safety data sheets.

12. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS

Under the provisions of A.R.S. §41-4401, the Bidder warrants to the City that the Bidder and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Bidder and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Bidder or any of its subcontractors will be considered a material breach of this Contract and may subject the Bidder or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Bidder or any subcontractor who works on this Contract to ensure that the Bidder or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Bidder and any of its subcontractors to ensure compliance with this warranty. The Bidder agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

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12. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS – CONT'D

The City will not consider the Bidder or any of its subcontractors in material breach of this Contract if the Bidder and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Bidder enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

13. COMPLIANCE WITH FEDERAL AND STATE LAWS

The City has entered into this Contract with the Bidder relying on his knowledge and expertise to provide the services contracted for. As a part of that reliance, the Bidder represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this Contract, and agrees to comply with these relevant and applicable federal and state laws.

The Bidder understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Bidder must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

14. CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all parties to the contract, unless the notice specifies a later time (A.R.S. 38-511).

15. CONTRACT ADMINISTRATOR DUTIES

The Contract Administrator shall be responsible to audit the billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City's possession and are current and conform to the contract requirements.

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16. CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS

For any non-construction City supplier whose service contract(s) (either singular or in aggregate) results in the contractor working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the contractor to the Contract Administrator (CA):

- the contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the city under the contract during the most recent review period;
- the contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the contract is in force;
- the CA will provide this information to Risk Management when requested.

17. CONTRACTS WITH SUDAN AND IRAN

In accordance with A.R.S. §35-391.06 and 35-393.06, the Bidder certifies that it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. §35-391(15) and 35-393(12).

18. CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

19. COUNTERPARTS

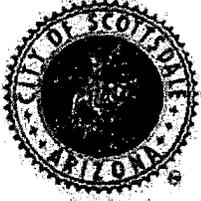
This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

20. ENDANGERED HARDWOODS

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration.

The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered tropical hardwood may be used in the construction unless an exemption is granted by the Director. As used in this subsection, "endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

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21. ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

22. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the Bidder will follow the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

23. ESTIMATED QUANTITIES

All Quantities referenced in this solicitation document are subject to adjustment dictated by City requirements. Quantities at variance with stated bid quantities may be purchased as required.

24. EXECUTION OF CONTRACT

The Contractor shall provide all the required documentation, which can include but may not be limited to, applicable bonds, insurance certificates, IRS W-9 form and other documentation required to issue the purchase order or notice to proceed within ten (10) calendar days after the date of the Acceptance of Offer or Notice of Contract Award by the City. If a separate City Contract is required, the Contractor must execute it within ten (10) calendar days and return it to the City. Failure to complete these requirements within ten (10) calendar days may place the Contractor in default.

25. FORCE MAJEURE

The City shall not be held responsible for acceptance of all or any part of the materials tendered for delivery under this Agreement due to federal, state or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire, windstorm or other incidents outside of the City's control which shall make such acceptance impossible or impractical.

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

26. FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for required charges, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice to the CONTRACTOR at least 30 days before the end of its current fiscal period and will pay the CONTRACTOR for all approved charges incurred through the end of this period.

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27. INDEMNIFICATION

To the fullest extent permitted by law, Bidder, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or willful actions, acts, errors, mistakes or omissions by Bidder relating to work or services performed under this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Bidder's and Subcontractor's employees.

Insurance provisions set forth in this agreement, if any, are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

28. INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

29. INSURANCE REQUIREMENTS

Insurance Representations and Requirements

General

Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

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29. INSURANCE REQUIREMENTS – CONT'D

Insurance Representations and Requirements – Cont'd

No Representation of Coverage Adequacy

By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by this Contract, but have no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor be construed or considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

Coverage Term

All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

Claims Made

In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage must extend, either by keeping coverage in force or purchasing an extended reporting option, for 3 years past completion and acceptance of the work or services as evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required for the 3 year period.

Policy Deductibles and or Self-Insured Retentions

The policy requirements may provide coverage which contains deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to City of Scottsdale. Contractor is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

Use of Subcontractors

If any work under this Contract is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as stated in this Contract protecting City of Scottsdale and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

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29. INSURANCE REQUIREMENTS – CONT'D

Insurance Representations and Requirements – Cont'd

Evidence of Insurance

Before starting any work or services under this Contract, Contractor must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that this coverage and the provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it is Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

Certificates must specifically cite the following provisions:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
2. Contractor's insurance must be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.
4. If the Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

Required Coverage

Commercial General Liability

Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$5,000,000 for each occurrence, \$5,000,000 Products and Completed Operations Annual Aggregate, and a \$5,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

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29. INSURANCE REQUIREMENTS – CONT'D

Required Coverage – Cont'd

Vehicle Liability

Contractor shall maintain Business Automobile Liability insurance with a limit of \$5,000,000 each accident on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. The policy will be endorsed to include an MCS 90 form. The policy will also include an endorsement for Pollution Liability – Broadened Coverage in a form equivalent to CA 99 48 12 93.

If the contractor is a licensed hazardous materials carrier, as defined by any local, state or federal authority and transports any hazardous material as defined by any local, state or federal authority, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage.

If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

Workers Compensation Insurance

Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

30. LITIGATION

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 24 hours of any litigation or significant potential for litigation of which the Bidder becomes aware. Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

31. LOCAL CONDITIONS, RULES AND REGULATIONS

The Bidder shall familiarize himself with the nature and extent of the Contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

GENERAL TERMS AND CONDITIONS



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32. MODIFICATIONS

Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this contract must be made by written Change Authorization approved by the Contract Administrator, Purchasing Director and the Contractor.

If Contractor performs any modification without written Change Authorization, the City shall not be obligated to accept said modification.

33. NO PREFERENTIAL TREATMENT OR DISCRIMINATION

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

34. NO WAIVER

The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions of this Contract will not be construed to be a waiver of those provisions, nor will it affect the validity of the Contract Documents, or the right of either party to enforce each and every provision.

No delay or failure of either party in exercising any right hereunder, and no partial or single exercise thereof, shall be deemed to constitute a waiver of such right or any other rights hereunder. All waivers must be in writing and signed by the party to be charged. Any waiver by either party of any requirement hereunder shall be deemed to be a specific limited waiver, and shall not be deemed to be a continuing waiver nor a waiver of any other requirement hereof.

35. ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this solicitation or resulting contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

1. Signed and fully executed separate Contract or Offer and Acceptance Sheet
2. Special Terms & Conditions of the solicitation
3. General Terms & Conditions of the solicitation
4. Statement or Scope of Work (SOW)
5. Specifications
6. Attachments
7. Exhibits
8. Instructions to Bidders
9. Other documents referenced or included in the solicitation or contract

GENERAL TERMS AND CONDITIONS



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36. PATENTS

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or bidders for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein.

The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

37. PAYMENT TERMS

The City of Scottsdale's payment terms are payment within thirty (30) days except in Title 34 circumstances where payment is required within fourteen (14) days. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and Purchase Order numbers and receipt of purchased item. The City is not liable for delays in payment caused by failure of the vendor or contractor to send invoice to the address specified below:

CITY OF SCOTTSDALE
ACCOUNTS PAYABLE
7447 E. INDIAN SCHOOL ROAD, #210
SCOTTSDALE, ARIZONA 85251-4468

38. PRICE REDUCTION

If Contractor's, manufacturer, or supplier at any time during the course of this contract, makes a general price decrease, to the Contractor, the Contractor shall promptly notify the City in writing and extend such decrease to the City effective on the date of such general price decrease.

39. RECORDS AND AUDIT RIGHTS

Bidder's and Subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract (all the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City of Scottsdale, or its authorized representative, to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims based on Bidder's or Subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Contract. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City of Scottsdale or its authorized representative shall have access to said Records from the effective date of this Contract for the duration of the work and until three (3) years after the date of final payment by the City of Scottsdale to Bidder pursuant to this Contract.

GENERAL TERMS AND CONDITIONS



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39. RECORDS AND AUDIT RIGHTS – CONT'D

The City of Scottsdale or its authorized representative shall have access, during normal working hours, to all necessary Bidder and Subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this Article. The City of Scottsdale shall give Bidder or Subcontractor reasonable advance notice of intended audits.

Bidder shall require Subcontractors to comply with the provisions of this Article by insertion of the requirements hereof in any subcontract pursuant to this Contract.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Contractor to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

40. REGISTERED/LICENSES

To be considered responsive, Contractors must be registered/licensed in the State of Arizona, if such registration/license is normally a requirement.

41. REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM

Upon request, the Contractor shall provide the required I.R.S. W-9 FORM which is available from the IRS website at www.IRS.gov under their forms section.

42. RISK OF LOSS

Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered as a result of this Invitation for Bid which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or vendors for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein.

The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

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43. SCOTTSDALE CITY SEAL AND CITY SYMBOL

The Scottsdale City seal (as defined in S.R.C. § 2-1) and the City symbol are registered marks and are reserved solely for the City's use. Any other use or reproduction of the City's registered marks in any print, digital, or other media and without the City's express, written consent is prohibited. As a breach of this prohibition may impair the City's reputation, dilute its mark(s), or otherwise cause the City irreparable harm, the City shall be entitled to an immediate injunction enjoining such use in addition to any other legal or equitable remedies.

44. SEVERABILITY

If any provision of the Contract Documents or the application of them to any person or circumstance is invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and their application will not be affected and are enforceable to the fullest extent permitted by law.

45. SUCCESSORS AND ASSIGNS

No right or interest covered by this Contract shall be assigned in whole or in part without the prior written consent of the City.

The CONTRACTOR and the City agree that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs and assigns. This Contract extends to and is binding upon the CONTRACTOR, its successors and assigns, including any individual, company, partnership or other entity with or into which the CONTRACTOR merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which the CONTRACTOR sells its assets.

46. TERMINATION

Termination for Convenience: City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. Contractor shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination.

Contractor shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. Contractor shall not unreasonably anticipate the requirements of this contract.

Cancellation for Cause: City may also terminate this contract or any part hereof with seven (7) days' notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Late deliveries, deliveries of products which are defective or do not conform to this contract, unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause.

GENERAL TERMS AND CONDITIONS



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46. TERMINATION – CONT'D

Cancellation for Cause – Cont'd

In the event of termination for cause, City shall not be liable to Contractor for any amount, and Contractor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination. If it should be determined that City has improperly terminated this contract for default, such termination may be deemed a termination for convenience.

In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Contractor.

47. TESTING OF MATERIALS

When required in the course of any service or contract the procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified, samples and test will be made in compliance with the following: The City of Scottsdale Minimum Sampling Frequency Guide, The City of Scottsdale Material Testing Manual and the standard methods of AASHTO or ASTM, DSPM and MAG supplements.

The City will provide a pre-qualified City or Independent Testing Laboratory and will pay directly for initial City Acceptance Testing. When the first and subsequent tests indicate noncompliance with the specifications, the cost associated with that noncompliance will be paid for by the Contractor. When the first and subsequent tests indicate noncompliance with the specifications, all retesting will be performed by the same testing agency.

Rejected materials shall be immediately removed and shall not be used in any form for any other part of the work.

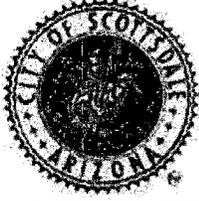
48. TIME IS OF THE ESSENCE

The City and the CONTRACTOR mutually agree that time is of the essence with respect to the dates and times contained in the Contract Documents.

49. WARRANTY

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use.

GENERAL TERMS AND CONDITIONS



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49. WARRANTY – CONT'D

Contractor's warranty shall run to City, its successors, and assigns. Contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to City, when notified of such nonconformity by City, provided City elects to provide Contractor with the opportunity to do so. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by City in doing so. Contractor recognizes that City's requirements may require immediate repairs or reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse City for the costs, delays, or other damages which City has incurred.

SPECIAL TERMS AND CONDITIONS



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1. ACCEPTANCE / AGREEMENT

1.1 Any agreement made pursuant to this solicitation must be accepted in writing by the Contractor. If for any reason Contractor should fail to accept the Agreement in writing, any conduct by Contractor which recognizes the existence of an Agreement pertaining to the subject matter hereof shall constitute acceptance by Contractor of the Agreement and all of its terms and conditions. Any terms proposed by Contractor which add to, vary from or conflict with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Agreement between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If any Agreement has been issued by the City in response to a bid and if any of the terms therein are additional to or different from any terms of such bid, then the issuance of the Agreement by the City shall constitute an acceptance of such bid subject to the express conditions that the Contractor assent to such additional and different terms herein and acknowledge that the Agreement constitutes the entire agreement between the City and the Contractor with respect to the subject matter and acknowledged unless Contractor notifies the City to the contrary in writing within ten (10) days of receipt of the Agreement.

2. ADDITIONAL LOCATIONS

2.1 The City of Scottsdale reserves the right to add or subtract to this contract as the need arises due to changes in the amount of buildings. In the event the City needs to add to this contract, the pricing for any additions to services shall be applied per the applicable contract unit costs. Any additions or subtractions to the contract shall be done via a written change order and be a **MINIMUM** of thirty (30) days prior to the changes taking effect.

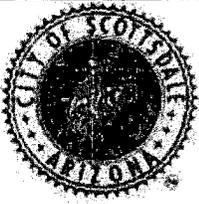
3. CITY ASSURANCE

- 3.1 The Contract Administrator shall report to the Contractor in writing, via email, or other written documentation, all deficiencies in the quality of performance of the service. All communication, written or verbal, between the City of Scottsdale and the Contractor will be in English.
- 3.2 All deficiencies in the performance of the Contractor's service shall be corrected by the Contractor as directed by the Contract Administrator.
- 3.3 The Contract Administrator shall on an ongoing basis monitor and review the performance of the Contractor and employees. The outcomes of this oversight shall have a direct bearing on the opportunity to negotiate a renewal of the contract, when applicable.

4. CITY OBSERVED HOLIDAYS

4.1 City holiday time frame to be 6:00 P.M. the eve of the holiday until 6:00 A.M. on the day after the holiday.

SPECIAL TERMS AND CONDITIONS



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4. CITY OBSERVED HOLIDAYS – CONT'D

- 4.2 City Holidays Include: New Years, Martin Luther King, Presidents, Memorial, July 4th, Labor Day, (Thanksgiving – Thursday and Friday of the third week in November), Christmas.
- a. Independence Day July 4th (or Friday before or Monday after)
 - b. Labor Day 1st Monday in September
 - c. Thanksgiving Day 4th Thursday in November
 - d. Day after Thanksgiving 4th Friday in November
 - e. Christmas Day December 25th (or Friday before or Monday after)
 - f. New Year's Day January 1st (or Friday before or Monday after)
 - g. Martin Luther King Day 3rd Monday in January
 - h. President's Day 3rd Monday in February
 - i. Memorial Day Last Monday in May

5. CONTRACTOR'S EMPLOYEES' IDENTIFICATION AND WORK APPAREL

- 5.1 All Contractor employees performing work under the scope of this contract shall wear conservative style uniform shirts that will have sewn on or embossed identification labels of the Contractor's company name, and/or, logo, and will appear on the front area of the shirt near chest height of the shirt. Shirts may also have company name or logo appear on the backside of the shirt. Contract Administrator will approve proper identification on uniforms during the life of the contract.
- 5.2 Contractor shall provide employees with identification nametags to include name and picture of the employee and Contractor's company name and applicable logo. Employee will wear the nametag in plain view on his person at all times while performing the work under the scope of the contract. All employees shall have the supervisor's business cards available. In addition the 'lead person' of each crew shall wear a badge clearly identifying the position of crew leader.
- 5.3 Contractor's employees shall wear uniform style slacks, "Levi" type slacks, or Bermuda type shorts. If shorts are worn they shall be of Bermuda style length (cut just above the knee). Cut-offs and short-shorts are not acceptable wearing apparel.
- 5.4 Outlandish styles, patterns, hats, colors of wearing apparel, verbiage imprinted on apparel, etc. worn by the Contract Employee that may promote negativity in the work place, or advertise any product other than the Contractor's company name and/or logo will not be allowed.
- 5.5 Sandals, flip-flops, open-toed shoes are not acceptable footwear.
- 5.6 The Contract Administrator shall be the sole determinant of the appropriateness of all work apparel.
- 5.7 It shall be the Contractor's responsibility to make sure all employees performing any work at any location under the scope of this contract, are furnished and use the proper Personal Protective Equipment (PPE) based on the type of work the employee is doing and the type of hazard the employee may encounter or be exposed to.

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6. FREIGHT

6.1 All shipments of goods covered under the scope of this contract are F.O.B. City of Scottsdale. All standard freight and/or delivery charges shall be included in the unit pricing bid herein. The only allowable freight and/or delivery charges shall be if the Contract Administrator specifically requests other than standard freight and/or delivery (e.g., overnight delivery, etc.). Special freight charges shall be quoted to and authorized by the Contract Administrator prior to invoicing.

7. FUEL SURCHARGES

7.1 Fuel surcharges shall NOT be allowable during the term of this contract.

8. INVOICING

8.1 All invoices submitted for work done under the scope of this contract **MUST BE ITEMIZED**. Itemized invoices shall contain a **MINIMUM** of the following information:

- Vendor Name
- Remit to Address
- Purchase Order Number
- Invoice Date
- Invoice Number
- Date service/work was completed
- Complete description of work completed
- Location where service/work was performed
- Itemized list of all charges (quantity, description, unit pricing per the contract)
- Tax Amount (if applicable)
- Total Invoice Amount

8.2 Contractor shall issue one invoice per bulk load which may have multiple delivery locations.

8.3 Pails and bags shall be invoiced per location. No delivery charges will be permitted.

8.4 The Contractor shall submit invoices with all supporting documentation within thirty (30) days after the service/work is completed and approved by the Contract Administrator.

9. MULTIPLE AWARDS

9.1 If deemed to be in the City of Scottsdale's best interests, the City reserves the right to award multiple contracts as a result of the solicitation process. While multiple awards are possible, the preferred procedure is to make a single award for each commodity or category of commodity.

10. PACKAGING

10.1 All products supplied under this contract shall be delivered in the manufacturer's standard package and have the following **MINIMUM** information clearly distinguishable on each package: the part Manufacturer's name, manufacturer's part number, size and grade (if applicable).

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11. PRICE ESCALATION

- 11.1 Price increases may only be requested by the Contractor, thirty (30) days prior to the anniversary date of the Agreement. Failure to do so may result in the denial of any increase requested.
- 11.2 Price increases will become effective only after approval by the Contract Administrator and the Purchasing Director and shall be effective for at least one (1) year from the date of approval.
- 11.3 Approved price increases will be applied to the unit pricing in the Agreement as a percentage increase.
- 11.4 The increased rate shall be based upon mutual consent of the Contractor and the Contract Administrator, however; the Contract Administrator shall evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.
- 11.5 The percentage increase in the unit pricing may not exceed the percent in the United States "Consumer Price Index" for All Urban Consumers West Urban (C.P.I.U.) U. S. City Average for the Percent Change from the Year Ago as published by the U. S. Department of Labor Bureau of Labor Statistics. Index Base Period 1982-84=100.

12. PRICING

- 12.1 Pricing shall be listed on the Pricing Proposal Form page. Prices bid by the Bidders shall be applicable during the entire initial term of the contract.
- 12.2 For reasons of clarity all submissions of pricing shall be priced in the same unit (size, volume, quantity, weight, etc.) as requested on the Pricing Proposal Form herein. Bidders failing to comply with this requirement may be declared non-responsive.
- 12.3 Unit prices quoted shall be applicable for any quantity ordered by the City of Scottsdale, or differentiated on the Pricing Proposal Form or other supporting documentation.

13. PURCHASING PROCEDURE

- 13.1 All orders require a City of Scottsdale purchase order that will be communicated by phone, fax or e-mail. No parts or commodities or work shall be rendered/are to be delivered without the issuance of a City of Scottsdale purchase order. Any invoices received from the Contractor without a City of Scottsdale purchase order number, referenced on the invoice, may remain unpaid.

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14. QUANTITY

- 14.1 The annual estimated usage for each product is listed in Item 6. Technical Product Specifications and is stated as a range.
- 14.2 The annual estimated usage quantities stated on the Bid Form will be the basis for award of each bid lot however; the estimated quantities should not be construed as an obligation to purchase those same quantities. Chemicals will be purchased on an "as-needed-basis" dictated by actual City requirements.
- 14.3 Certain chemical usage estimates are listed as gallons in the Technical Product Specifications and are shown as pounds on the the Bid Form due to the fact this unit of measure is typically used to price that particular product.
- 14.4 The actual service orders for future years may be more or less, and any quantities listed herein should be used for information purposes only.

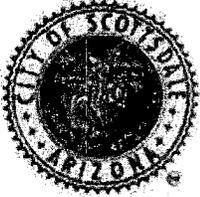
15. TERM OF AGREEMENT

- 15.1 The term of this Contract shall be for a one (1) year period from the effective date of acknowledgment of the Acceptance of Offer.
- 15.2 The City and Contractor may mutually agree to extend this Contract for four (4) additional one (1) year periods, upon the recommendation of the Contract Administrator, concurrence of the Purchasing Director.

16. UNPREDICTABLE MARKET CHANGE

- 16.1 In the event of an unpredictable change in the market, which affects the then current contract price, Contractor may submit justification for a price adjustment. Contract Administrator and Purchasing Director shall review justification and determine applicable price adjustment. Upon return to normal market conditions, the price will be adjusted to the price established by the original contract terms.
- 16.2 The Purchasing Director shall be the final authority on any price adjustment due to unpredictable market change.

SCOPE OF WORK AND TECHNICAL PRODUCT SPECIFICATIONS



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

1. **INTENT**

- 1.1 The City of Scottsdale desires to enter into a term contract for the supply and delivery of potable water treatment and wastewater treatment chemicals for various locations throughout the City of Scottsdale.
- 1.2 This service shall be provided, on an 'as needed' basis, for a period of one (1) year with options to extend, as outlined in the "TERM" section of the Special Terms & Conditions.
- 1.3 Any referenced brand names and part/model numbers are for identification and performance level purposes only and are in no way intended to limit competition. Requests for approved alternates are encouraged and all submittals will be carefully reviewed and seriously considered for this application, by the Contract Administrator. See instructions for submitting a request for an approved alternate in the instructions to bidders section.
- 1.4 Bidder may submit a bid for the entire Solicitation or any portion of this Solicitation. Bidder **MUST** submit prices on all the items within a "LOT" to be considered responsive for that "LOT".

2. **GENERAL VENDOR QUALIFICATIONS**

- 2.1 The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.
- 2.2 The Bidder must hold a valid license issued by the State of Arizona Registrar of Contractors prior to submission of a bid and must maintain same throughout the duration of the contract term and any subsequent contract extensions. Failure to maintain said license may be grounds for default of the contract and subsequent termination.
- 2.3 The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

3. **GENERAL PRODUCT AND SERVICE REQUIREMENTS**

- 3.1 All components (equipment / parts / products) furnished under the scope of this contract shall be new and shall be the standard product of a manufacturer, who is fully experienced, reputable, qualified and regularly engaged in the manufacture of the component to be furnished.
- 3.2 All components supplied by the Contractor for this solicitation, shall be of equal or better quality than the items listed on the Bid Form. The City of Scottsdale requires the Bidder to supply the particular item in the name brand and part number specified unless a substitute product is approved per a written addendum. **NO SUBSTITUTIONS WILL BE ALLOWED WITHOUT PRIOR APPROVAL.**

SCOPE OF WORK AND TECHNICAL PRODUCT SPECIFICATIONS



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

3. **GENERAL PRODUCT AND SERVICE REQUIREMENTS – CONT'D**

- 3.3 All products supplied by the Contractor shall meet all applicable Federal, State, Local, ANSI, and OSHA laws, rules, and regulations pertaining to the products covered under the scope of this contract.

4. **CONTRACT ADMINISTRATION**

- 4.1 The Contract Administrator shall be the Wastewater Treatment Supervisor or designee. The Contract Administrator shall audit the billings, approve payments, establish delivery schedules, approve addenda to the contract, and generally be responsible for overseeing the execution of the contract.

5. **PRODUCT REQUIREMENTS**

- 5.0 All products provided under this contract shall meet the following minimum requirements (if applicable):

5.1 **Base Requirements**

- A. The vendor will follow safe working practices and provide their employees the appropriate safety equipment during material delivery and pickup.
- B. The vendor will provide all Material Safety Data Sheet (MSDS) with every delivery for all chemicals supplied, when requested.
- C. The vendor will be responsible for the cleanup of any spills during delivery that are caused by the vendor's equipment, off-loading technique or packaging failure. The vendor will provide technical support for spills of those materials supplied by the vendor. This will include a 24-hour emergency phone number. Additional requirements specific to individual chemicals are defined in the Product Specifications Section of this document.
- D. All chemicals must conform to National Sanitary Foundation (NSF) Standard 60 and/or appropriate AWWA/ANSI Standards and/or if applicable.
- E. The product shall contain no substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the water to which the chemical has been properly applied, or cause the water so treated to fail to meet the requirements of state and federal drinking water regulations.
- F. Vendor will specify standard shipping times for bulk orders. Excessive shipping times of longer than seven (7) business days from the time the order was placed will be cause for a rejection of bids.
- G. The vendor will supply all equipment needed to unload bulk chemicals. The vendor will inspect the City's storage facilities to insure compatibility with its equipment.

SCOPE OF WORK AND TECHNICAL PRODUCT SPECIFICATIONS



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

5. **PRODUCT REQUIREMENTS - CONT'D**

5.2 **Delivery**

Due to increased Security measures, City of Scottsdale Water Resource's facilities have additional requirements that need to be followed in order to receive chemicals. Some measures include CONTRACTOR pre-delivery notification with estimated delivery times per site, site access restrictions and approvals and CONTRACT driver's photo identification license and bill of lading review prior to site entry.

- A. Chemicals will be delivered to various sites within the city at the discretion of the city, with the exception of Chlorine; the predominate, but not exclusive, delivery points will be:
 - Central Arizona Project (CAP) Water Treatment Plant,
 - City of Scottsdale (COS) Water Campus,
 - Chaparral Water Treatment Plant (Chaparral)
 - Central Groundwater Treatment Facility (CGTF).
- B. Two of these facilities (CAP and COS) are adjacent to one another and are located near the intersection of Pima Road and Union Hills Drive in Scottsdale, AZ. Chaparral is located at 8111 E. McDonald Dr., Scottsdale, AZ 85250 and the CGTF is located at 8650 East Thomas Road, Scottsdale, AZ 85251.
- C. All deliveries will be made on weekdays from 7:00 a.m. to 5:00 p.m. Any weekend deliveries for all locations are allowable with approval of the Treatment Manager or authorized representative.
- D. Contractor's vehicles shall have proper signage that includes the company name and/or logo. The signage will, at a minimum, appear on the right and left sides of the vehicle and be easily recognizable to facility personnel. Magnetic signs meeting this criterion are acceptable.
- E. The successful bidder will be supplied a list of all City receiving sites to inspect the sites to ensure their equipment is compatible with those sites. Any modifications needed to safely transfer material will be the responsibility of the successful bidder to modify their equipment at their expense.
- F. The vendor shall make deliveries as scheduled regardless of work stoppages, strikes or other labor disputes.
- G. Along with the bill of lading for each delivery, the CONTRACTOR driver shall provide a copy of the current Safety Data Sheet (SDS) to the City of Scottsdale personnel receiving the chemical. In addition, for quality purposes, the City may request a material sample prior to offloading by the CONTRACTOR for City internal analysis. Offloading will only occur upon City personnel approval. The CONTRACTOR shall not start offloading without the presence and approval of City personnel.

SCOPE OF WORK AND TECHNICAL PRODUCT SPECIFICATIONS



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

5. PRODUCT REQUIREMENTS - CONT'D

5.2 Delivery – Cont'd

H. City of Scottsdale Water Resources facilities have standardized clothing and personal protective equipment requirements. All CONTRACTOR employees shall wear a short or long-sleeved uniform shirt with the company name and/or logo easily identifiable, along with long uniform style pants. In addition, the CONTRACT employees shall wear closed-toe footwear or safety boots, hard hat, safety glasses and a Class 2 reflective vest. CONTRACT employees not meeting this requirement will not be allowed on site.

5.3 Certified Weights

- A. Bulk shipments will be weighed on scales certified by the U.S. Department of Transportation or authorized equivalent.
- B. Contractor shall provide a copy of the weight ticket to the City at the time of delivery for bulk deliveries.

5.4 Certificate of Analysis

- A. Certificates of Analysis will be provided to the city upon request.
- B. The analysis will have been performed on the actual lot supplied to the city and will have been performed by a certified laboratory.
- C. The city retains the right to have an independent analysis conducted on the product. If the results of this analysis indicate the product is acceptable, then the City will pay for the cost of the analysis. If the product in question does not meet specifications, the vendor will pay for the cost of the analysis and remove the material in question at the vendor's expense.
- D. Immediately upon execution of an agreement, the vendor shall provide the City the name, address and telephone number of the contact to request shipment.

5.5 Packaging

- A. Chemicals will be supplied in appropriate packaging. Chemicals in leaking, open or otherwise damaged packaging will not be accepted by the city.

SCOPE OF WORK AND TECHNICAL PRODUCT SPECIFICATIONS



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

6. TECHNICAL PRODUCT SPECIFICATIONS

6.1 LOT A - ALUMINUM SULFATE

ALUMINUM SULFATE (Alum)

Annual Usage: 0 - 1,500,000 pounds

Minimum Order: 5000 gallons

Delivery:

- Deliver via tank truck to the CAP Plant.

Performance and/or Quality Requirements:

- Must meet AWWA Standard B-403- (latest revision).

6.2 LOT B - FERRIC SULFATE

FERRIC SULFATE (50%)

Annual Usage: 0 - 90,000 pounds

Minimum Order: 5000 gallons

Delivery:

- Deliver via tank truck to the Water Campus filter building.

Performance and/or Quality Requirements:

- Must meet AWWA Standard B406 - (latest revision). Concentrations of arsenic, cobalt, copper, nickel, lead, and titanium shall not exceed 200 mg/l individually or 1000 mg/l collectively.

6.3 LOT C - LIQUID CHLORINE

LIQUID CHLORINE

Annual Usage: 0 - 100,000 pounds

Minimum Order: Varies with container size.

SCOPE OF WORK AND TECHNICAL PRODUCT SPECIFICATIONS



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

6. TECHNICAL PRODUCT SPECIFICATIONS – CONT'D

6.3 LOT C – LIQUID CHLORINE – CONT'D

6.3.1 Delivery:

A. Liquid Chlorine shall be delivered in 150 pound cylinders and one ton containers. Delivery hours are Monday through Friday between 7:30 a.m. and 5:00 p.m. The location of chlorine deliveries and storage requirements will be identified to the winning bidder only.

1. One Ton Chlorine cylinders will be used throughout the city. The vendor awarded this item will be provided a list where one ton cylinders are utilized. Relevant connections will be inspected by city staff prior to acceptance.
2. 150 pound cylinders will be used throughout the city. The vendor awarded this item will be provided a list where 150 lb. cylinders are utilized.
3. Container Pickup and Deposits. All empty containers will be picked up when full containers are delivered. Deposits and credits for cylinders will be included on invoices along with the product.

6.3.2 Performance and/or Quality Requirements:

- A. The material shall meet the American Water Works Association (AWWA) Standard B301-04, latest revision.
- B. Any container, which shows signs of leakage or if the fusible plugs are painted or taped over will be rejected by the City.
- C. Contractor(s) shall maintain a local twenty-four (24) hour emergency service for liquid chlorine that includes the following:
 1. The Contractor's representatives shall be equipped with the following minimum equipment when responding to an emergency call:
 - a. Chlorine Institute Emergency Repair Kit for the type and size chlorine cylinders or containers supplied.
 - b. Self-contained breathing apparatus suitable for entering and working in a concentrated chlorine atmosphere.
 2. The Contractor(s) shall be responsible, at his own expense, for the removal and safe disposal of all defective or leaking chlorine cylinders and containers, except the bidder(s) shall not be required to bear the expense where the cause of the emergency is due to abuse in handling or negligence on the part of personnel of the City.

SCOPE OF WORK AND TECHNICAL PRODUCT SPECIFICATIONS



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

6. TECHNICAL PRODUCT SPECIFICATIONS – CONT'D

6.3 LOT C – LIQUID CHLORINE – CONT'D

6.3.2 Performance and/or Quality Requirements – Cont'd

D. Liquid chlorine shipping containers shall conform to applicable regulations of the Interstate Commerce Commissions. The containers shall be reconditioned, maintained and loaded in strict accordance with the latest edition of "Container Procedure at Chlorine Packaging Plant," issued by the Chlorine Institute, Inc.

E. The supplier shall comply with all applicable requirements of the American Water Works Association (AWWA) 301-04 Standard for liquid chlorine or furnishes a certified analysis of the liquid chlorine.

F. The chlorine will be 99.5 percent pure by volume.

6.3.3 General:

The liquid chlorine supplied under this standard shall contain no soluble mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of persons consuming water that has been treated properly with the liquid chlorine.

6.3.4 Moisture:

The liquid chlorine supplied shall be dry chlorine. Moisture shall not exceed 150 ppm (0.015 percent), by weight

6.3.5 Heavy Metals:

The sum of all heavy metals shall not exceed 30 ppm (0.003 percent) expressed as lead.

A. Lead shall not exceed 10 ppm (0.001 percent) reported as lead.

B. Mercury shall not exceed 1 ppm (0.001 percent) reported as mercury.

C. Arsenic shall not exceed 3 ppm (0.003 percent) reported as metallic arsenic.

6.3.6 Nonvolatile Residue:

The total residue shall not exceed (1) 50 ppm (0.005 percent), by weight, in liquid chlorine as loaded by the manufacturer in tank cars and chlorine tank trucks, or (2) 150 ppm (0.015 percent), by weight, in liquid chlorine as packaged in cylinders or ton containers.

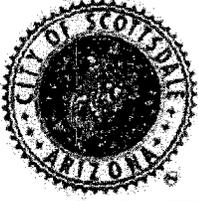
6.3.7 Carbon Tetrachloride:

Carbon tetrachloride shall not exceed 100 ppm (0.010 percent). Testing for carbon tetrachloride is not required unless a carbon tetrachloride tail gas scrubbing system is used in the chlorine production unit or if it is used as a diluent for nitrogen trichloride. Consult with your manufacturer, packager, or supplier.

6.3.8 Trihalomethanes:

Trihalomethanes shall not exceed 300 ppm (0.030 percent).

SCOPE OF WORK AND TECHNICAL PRODUCT SPECIFICATIONS



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

6. TECHNICAL PRODUCT SPECIFICATIONS – CONT'D

6.4 LOT D – SODIUM HYDROXIDE 25%

SODIUM HYDROXIDE (25%)

Annual Usage: 0 - 200,000 gallons

Minimum Order: 2000 gallons

Delivery:

- Sodium Hydroxide will be delivered to the following locations:
 - A. Water Campus - Odor Scrubber Complex
- Microfiltration Building
 - B. Central AZ Project (CAP) Plant - Chlorination Facility

Performance and/or Quality Requirements:

- Meets AWWA standard B501- (latest revision)

6.5 LOT E – SODIUM HYDROXIDE 50%

SODIUM HYDROXIDE (40%)

Annual Usage: 0 - 200,000 gallons

Minimum Order: 2000 gallons

Delivery:

- Sodium Hydroxide will be delivered to the following locations:
 - A. Water Campus - Odor Scrubber Complex
- Microfiltration Building

6.6 LOT F – POTASSIUM CHLORIDE

POTASSIUM CHLORIDE

Annual Usage: 0 - 5000 pounds

Minimum Order: 1000 pounds

Delivery:

- Deliver in 50 pound bags as requested.

SCOPE OF WORK AND TECHNICAL PRODUCT SPECIFICATIONS



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

6. TECHNICAL PRODUCT SPECIFICATIONS – CONT'D

6.6 LOT F- POTASSIUM CHLORIDE – CONT'D

Performance and/or Quality Requirements:

A. Chemical Analysis	Typical	Range
Potassium Chloride KCl	98.9 %	98.6 - 99.20
Sodium Chloride NaCl	0.90 %	0.07 – 1.10
Calcium Sulfate CaSO4	0.06 %	0.03 – 0.09
Calcium Chloride CaCl2	0.01 %	0.00 – 0.01
Magnesium Chloride MgCl2	0.04 %	0.01 – 0.07

B. Typical Screen Analysis

Tyler mesh	U.S.S. mesh	Open (mm)	CUM %	Range %
4	4	4.70	95.0	92.98

6.7 LOT G – LIME, HYDRATED

LIME, HYDRATED

Annual Usage: 0 – 1,000,000 pounds

Minimum Order: 40,000 pounds

Delivery:

- Deliver in bulk container to the Water Campus Product Water Pump station.

Performance and/or Quality Requirements:

- A. The material will be white, dry finely powdered and free of lumps or other materials that may interfere with dry feed equipment.
- B. Must meet AWWA Standard B202 - (latest revision).

Test Methods:

- Analysis will be performed in accordance with the Standard Method of Chemical Analysis of Limestone, Quicklime and Hydrated Lime (ASTM. Designation C-25) of the American Society of Testing Material, or subsequent revisions thereof.

SCOPE OF WORK AND TECHNICAL PRODUCT SPECIFICATIONS



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

6. TECHNICAL PRODUCT SPECIFICATIONS – CONT'D

6.8 LOT H – SULFURIC ACID

SULFURIC ACID (93%)

Annual Usage: 0 - 200,000 gallons

Minimum Order: 5000 gallons

Delivery:

- Deliver to the Water Campus Reverse Osmosis Facility.

Performance and/or Quality Requirements:

- Minimum assay of 93 %.
- Clear, colorless liquid with no visible solids.

6.9 LOT I – POLYMER, CATIONIC

POLYMER, CATIONIC, Polydyne Clarifloc C385P (or Approved Alternate)

Annual Usage: 0 – 20,000 gallons

Minimum Order: 2000 gallons

Delivery:

- Deliver in bulk truck to the CAP Plant.

Performance and/or Quality Requirements & Test Methods:

- The product will have been pre-qualified at the CAP Plant. (Refer to Approved Alternates Clause in Instructions to Bidders).
- Must be technical grade and/or comply with appropriate AWWA/ANSI Standards.

6.10 LOT J – FERROUS CHLORIDE

FERROUS CHLORIDE

Annual Usage: 0 – 100,000 gallons

Minimum Order: 5,000 gallons

Delivery:

- Deliver in bulk truck to various points in the City.

Performance and/or Quality Requirements:

- Must meet AWWA Standard B402 - (latest revision)

SCOPE OF WORK AND TECHNICAL PRODUCT SPECIFICATIONS



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

6. TECHNICAL PRODUCT SPECIFICATIONS – CONT'D

6.11 LOT K – SODIUM TRIPOLY PHOSPHATE

SODIUM TRIPOLY PHOSPHATE (STPP)

Annual Usage: 0 – 10,000 pounds

Minimum Order: 500 pounds

Delivery:

- Deliver in 50 pound bags to the Water Campus Reverse Osmosis Facility.

Performance and/or Quality Requirements:

- The product shall be granular, light density.
- Shall meet NSF Standard 60. – All sodium tripolyphosphate delivered shall conform to AWWA specification B-503- (latest revision)

6.12 LOT L – AMMONIUM HYDROXIDE

AMMONIUM HYDROXIDE (15%)

Annual Usage: 0 - 40,000 gallons

Minimum Order: 4000 gallons

Delivery:

- Deliver via bulk truck to the Water Campus Disinfection Building.
- **Truck must have vapor recovery system and utilize this system when off-loading.**

Performance and/or Quality Requirements:

- Minimum assay: 14%
- Clear, colorless liquid free of visible solids

6.13 LOT M – HYDROCHLORIC ACID

HYDROCHLORIC ACID, 31%

Annual Usage: 0 - 10,000 gallons

Minimum Order: 300 gallon tote

Delivery:

- Deliver in 300 gallon totes to the Water Campus Odor Scrubber Complex.

Performance and/or Quality Requirements:

- Minimum Assay: 30.5%
- Clear, slightly yellow liquid with no visible solids.

SCOPE OF WORK AND TECHNICAL PRODUCT SPECIFICATIONS



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

6. TECHNICAL PRODUCT SPECIFICATIONS – CONT'D

6.14 LOT N - LAVASOL II

Lavasol II (or Approved Alternate)

Annual Usage: 0 - 3,000 gallons

Minimum Order: 2 - 275 gallon totes

Delivery: Deliver in totes to the Water Campus R.O. Building

Performance and/or Quality Requirements:

- The product will have been pre-qualified at the CAP Plant. (Refer to Approved Alternates Clause in Instructions to Bidders).
- Must be technical grade and/or comply with appropriate AWWA/ANSI Standards

6.15 LOT O – TRISODIUM PHOSPHATE

TRISODIUM PHOSPHATE (TSP)

Annual Usage: 0 – 10,000 pounds

Minimum Order: 500 pounds

Delivery: Deliver in 50 lb. bags to the Water Campus Reverse Osmosis Facility.

Performance and/or Quality Requirements:

- Must meet NSF 60 Standard and/or comply with appropriate AWWA/ANSI Standards.

6.16 LOT P – SODIUM SALOF OF DODECYL BENZENESULFONIC ACID

SODIUM SALT of DODECYL BENZENESULFONIC ACID

Annual Usage: 0 - 2,000 pounds

Minimum Order: 200 pounds

Delivery: Deliver in 50 lb. bags to the Water Campus Reverse Osmosis Facility.

Performance and/or Quality Requirements:

- Must be technical grade and/or comply with appropriate AWWA/ANSI Standards.

SCOPE OF WORK AND TECHNICAL PRODUCT SPECIFICATIONS



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

6. TECHNICAL PRODUCT SPECIFICATIONS – CONT'D

6.17 LOT Q – SODIUM BISULFITE

Sodium Bisulfite 25%

Annual Usage: 0 - 20,000 gallons

Minimum Order: 900 gallons for bulk or two (2) 55 gal drums

Delivery:

- Deliver in bulk truck to the Water Campus Microfiltration Facility or to the CAP Plant.
- Deliver in drums to the Central Groundwater Treatment Facility (CGTF)

Performance and/or Quality Requirements:

- Must meet NSF 60 Standard

6.18 LOT R – SODIUM PERMANGANATE

SODIUM PERMANGANATE 20%

Annual Usage: 0 - 1200 gallons

Minimum Order: 300 gallon tote

Delivery: Deliver in totes to the CAP Water Treatment Plant.

Performance and/or Quality Requirements:

- Must be technical grade and/or comply with appropriate AWWA/ANSI Standards.

6.19 LOT S – CHLORINE TABLETS

CHLORINE TABLETS (3") with SCALE INHIBITOR

Annual Usage: 0 – 6,000 pounds

Minimum Order: 1000 pounds

Delivery: Deliver in 55 pound pails as requested.

SCOPE OF WORK AND TECHNICAL PRODUCT SPECIFICATIONS



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

6. TECHNICAL PRODUCT SPECIFICATIONS – CONT'D

6.20 LOT T – CLARIFLOC A-210 POLYMER

CLARIFLOC A-210 POLYMER (or Approved Alternate)

Annual Usage: 0 – 40,000 gallons

Minimum Order: 300 gallons

Delivery: Deliver in totes as requested.

Performance and/or Quality Requirements & Test Methods:

- The product will have been pre-qualified at the Chaparral Plant. (Refer to Approved Alternates Clause in Instructions to Bidders).
- Must be technical grade and/or comply with appropriate AWWA/ANSI Standards.

6.21 LOT U – SODIUM HYPOCHLORITE

SODIUM HYPOCHLORITE, 12.5% (bleach)

Annual Usage: 0 - 120,000 gallons

Minimum Order: 50 gallon barrel – 1,000 gallon by bulk truck

Delivery: Deliver in barrels and/or in bulk truck to various points in the City of Scottsdale.

Performance and/or Quality Requirements:

- Minimum assay: 12%
- Must meet AWWA B-300-92 Standard or latest revision

6.22 LOT V – CITRIC ACID 50%

CITRIC ACID (50%)

Annual Usage: .0 - 150,000 gallons

Minimum order: 500 gallons

Maximum order: 3,000 gallons

Delivery: Deliver in bulk truck to the Water Campus Microfiltration Facility or to the CAP Plant.

Performance and/or quality requirements: Must meet NSF 60 Standard

SCOPE OF WORK AND TECHNICAL PRODUCT SPECIFICATIONS



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

6. TECHNICAL PRODUCT SPECIFICATIONS – CONT'D

6.23 LOT W – CITRIC ACID GRANULAR

CITRIC ACID (granular)

Annual usage: 5,000 pounds

Minimum order: 50 bags

Maximum order: 300 bags

Performance and/or quality requirements: Must meet NSF 60 Standard

6.24 LOT X – LIQUID OXYGEN

LIQUID OXYGEN (LOX)

Oxygen, Refrigerated Liquid (LOX) - >99% Oxygen

Annual usage: 0 - 18,000,000 scf

Minimum order: 500,000 scf

Maximum order: 575,000 scf

Delivery: Deliver in bulk truck to Water Campus

Performance and/or quality requirements: >99% oxygen

6.25 LOT Y – GLACIAL ACETIC ACID

GLACIAL ACETIC ACID

Synonyms: Acetic acid. Methane carboxylic acid, ethanoic acid

Molecular Weight: 60.05

Chemical Formula: CH₃COOH

Annual Usage: 0 – 30,000 gallons

Minimum Order: Four (4) 55 gallon barrels/drums or 2,000 gallons by bulk truck

Delivery: Deliver in barrels/drums and/or in bulk truck to the Water Campus.

Performance and/or Quality Requirements: Must meet AWWA Standard B-403 (latest revision).

SUBMITTAL CHECKLIST



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

To constitute a valid responsive bid by the Bidder to this solicitation, the Bidder's submittal **MUST** include a **MINIMUM** of the following items:

- Offer/Acceptance Document** – Complete Offer portion of the document, signed in ink.
- Bid Form(s)** – Fully completed Solicitation Bid Form(s) including Summary Bid Form Sheet if applicable.
- Bidder Questionnaire Form** – Fully completed Bidder Questionnaire Form.
- General Disclosure Form** – Fully completed General Disclosure Form, signed in ink.
- Litigation Disclosure Form** – Fully completed Litigation Disclosure Form, signed in ink.
- Bid Copy** – Offer shall submit one (1) unbound original of offer. At the Offeror's discretion, a complete electronic copy of the Bidder's complete bid may also be submitted. This electronic copy shall be one (1) file, in Adobe® Acrobat format (PDF), and be an electronic representation of the Bidder's complete response document (signature page, quotation page, sample documents, all attachments, brochures, pamphlets, etc.).



OFFER AND ACCEPTANCE

City of Scottsdale
Purchasing Division
9191 E. San Salvador Dr.
Scottsdale, AZ 85258
Phone: 480-312-5700 – Fax: 480-312-5701

SOLICITATION # 14PB001 **SOLICITATION TITLE:** Water & Waste Water Treatment Chemicals

OFFER

TO THE CITY OF SCOTTSDALE:

The undersigned hereby offers and agrees, in accordance with the undersigned's written offer submitted in response to this solicitation, to furnish the material and/or service(s) in compliance with all terms, conditions, specifications, scope of work, and addendums in the solicitation listed above, including written exceptions that are subject to the approval of the City prior to acceptance. The undersigned agrees that the entire solicitation listed above is hereby incorporated by reference as if fully set forth herein.

The Offeror's signature on this OFFER form certifies that he has read, understands and will comply with all terms, conditions and specifications stated in all documents constituting the solicitation. The bidder also certifies it is in compliance with the Non Collusion, Business Dealings with Sudan and Iran and all Federal and Arizona State Immigration Laws.

OFFER MADE - COMPANY INFORMATION

FOR CLARIFICATION OF THIS OFFER, CONTACT:

Company Name Polydyne Inc.

Printed Name Lawrence D. Grizzle

Address One Chemical Plant Rd.

Title Business Manager

City Riceboro State GA Zip 31323

Phone (912) 880-2035

Signature for Offeror

Date 09/09/13

Fax (912) 880-2078

E Mail polybiddpt@snfhc.com

Printed Name and Title of Authorized Signatory

Address (if different from Company info)

Mark Schlag, Vice-President

Federal Employer Tax ID # or SSN as per W9 Statement

City, State, Zip (if different from Company info)

ACCEPTANCE OF OFFER, NOTICE OF CONTRACT AWARD

(for City of Scottsdale Use Only)

The contractor's offer is hereby accepted by the City of Scottsdale. The Contractor is now bound to sell the materials and/or service(s) and perform based upon the above solicitation, including all terms, conditions, specifications, scope of work, and addendums contained in the Solicitation, as well as any written exceptions that have been separately accepted by the City.

This contract shall henceforth be referred to as **Contract # 14PB001** LOT I, T

The contract consists of the following documents: 1) Solicitation # 14PB001 and all addendums (if applicable) as issued by the City; 2) The Contractor's Response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements, 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment, dated

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order document from the City.

The Contractor must provide the following checked items within ten (10) calendar days from the date of this Acceptance of Offer, Notice of Contract Award in order for the City to issue the required Purchase Order : Payment Bond Performance Bond, Insurance Certificate(s), I.R.S. Form W-9/Taxpayer ID No. & Certification, other documentation as identified.

If the Contractor fails to furnish the required documents within the stated ten (10) calendar days they may be considered in default and may be at risk of forfeiture of any applicable Bid Bond posted. All required documents are to be sent to the Bid & Contract Specialist listed in the solicitation.

This document has been approved as to form on the 22nd day of July, 2012 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

City of Scottsdale, a municipal corporation
Offer Accepted and Awarded this 27th day
of November, 2013

Risk Management Issues reviewed and approved as to form July 24th, 2013
by City of Scottsdale Risk Management Director

Recommended award approved October 15th, 2013
by City of Scottsdale Contract Administrator

J. E. Flanagan
Or Designee *Mark Schlag* for
As City of Scottsdale Purchasing Director

BID FORM



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

BID LOT "I"					
ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES	UNIT	UNIT PRICE	EXTENDED PRICE
6.9	Cationic Polymer Clarifloc C-358	20,000	GAL	\$ 3.694/Gal.	\$ 73,880.00
TOTAL BID LOT "I"					\$ 73,880.00

NOTE: DO NOT INCLUDE ANY USE OR FEDERAL EXCISE TAX IN YOUR BID. THE CITY IS EXEMPT FROM THE PAYMENT OF FEDERAL EXCISE TAX AND WILL ADD USE TAX OR SALES TAX AS APPLICABLE.

BIDDER SHALL COMPLETE THE FOLLOWING:

Provide dry weight basis, specify lbs. product per gallon as used in bid calculation.

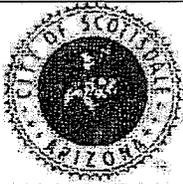
Lbs/Gal - 8.59

- a. Minimum Order Quantity - 17,180 Lbs. (2,000 Gallons)
- b. Minimum Delivery Time after Order - 3 - 7 Days A.R.O.

	YES	NO
c. Is a representative chemical analysis attached?	X	
d. Does the vendor agree to comply with all <u>applicable</u> terms in Item 5, Product Requirements (beginning on pg 37)?	X	
e. Does your product conform to Item 6.9 of the Technical Product Specifications?	X	

COMPANY NAME: Polydyne Inc.

BID FORM



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

BID LOT "T"

ITEM	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES	UNIT	UNIT PRICE	EXTENDED PRICE
6.20	Clarifloc Polymer A-210	40,000	GAL	\$ 8.80/Gal.	\$ 352,000.00
TOTAL BID LOT "T"					\$ 352,000.00

NOTE: DO NOT INCLUDE ANY USE OR FEDERAL EXCISE TAX IN YOUR BID. THE CITY IS EXEMPT FROM THE PAYMENT OF FEDERAL EXCISE TAX AND WILL ADD USE TAX OR SALES TAX AS APPLICABLE.

BIDDER SHALL COMPLETE THE FOLLOWING:

Provide dry weight basis, specify lbs. product per gallon as used in bid calculation.

Lbs/Gal - 8.8

- a. Minimum Order Quantity - 2,300 Lbs.
- b. Minimum Delivery Time after Order - 3 - 7 Days A.R.O.

	YES	NO
c. Is a representative chemical analysis attached?	X	
d. Does the vendor agree to comply with all <u>applicable</u> terms in Item 5, Product Requirements (beginning on pg 37)?	X	
e. Does your product conform to Item 6.20 of the Technical Product Specifications?	X	

COMPANY NAME: Polydyne Inc.

BID FORM



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

****TAXES**

1. Do not include any use, or federal excise tax in your bid. The city is exempt from the payment of federal excise tax and will add use tax as applicable.

DELIVERY DESTINATION

Delivery Location: Various locations throughout the City of Scottsdale

1. Delivery terms are F.O.B. destination.
2. Delivery will be completed within 3-7 days after receipt of Purchase Order.
3. Prices quoted herein are effective through completion of delivery against this Contract.

ADDENDA

The bidder hereby acknowledges receipt of and agrees his bid is based on the following Addenda.

ADDENDUM # 1 DATED 08/30/13 ADDENDUM # DATED
ADDENDUM # DATED ADDENDUM # DATED

NO BID: If no bid please state reason:

COMPANY NAME: Polydyne Inc.

BIDDER QUESTIONNAIRE



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

COMPANY INFORMATION

Company Local Office Physical Address Polydyne Inc.
Office Daytime Phone Number One Chemical Plant Rd.
Office Fax Number Riceboro, GA 31323
Telephone Ordering Phone Number(s) (912) 880-2035
Company email Address polybiddpt@snfhc.com
Company Operating Hours (Monday – Friday) 8:00 a.m. - 5:00 p.m. E.S.T.
Company Hours (Saturday) N/A

NAME OF MAIN CONTACT

(assigned to this contract)

Joe Conca, Technical Sales Representative

Office Phone Number of Main Contract (623) 748-3281
Cellular Phone Number of Main Contact (623) 640-1425
Email of Main Contact JConca@polydyneinc.com

NAME OF COMPANY MANAGER

Lawrence D. Grizzle, Business Manager

Office Phone Number of Company Manager (912) 880-2035
Email of Company Manager polybiddpt@snfhc.com
After Hour/Emergency Phone Number(s) (623) 640-1425

Signature 

Printed Name: Mark Schlag

Title Vice-President

Company Polydyne Inc.

BIDDER GENERAL DISCLOSURE FORM



WATER & WASTEWATER TREATMENT CHEMICALS

IFB # 14PB001

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Debarment / Suspension Information – Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

YES

NO

If "YES", in an attachment to this form identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Surety Information – Has the Respondent or any of its principals ever had a bond or surety cancelled or forfeited?

YES

NO

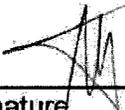
If "YES", in an attachment to this form identify the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

Bankruptcy Information – Has the Respondent or any of its principals ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years?

YES

NO

If "YES", in an attachment to this form identify the date, court, jurisdiction, case number, amount of liabilities and amount of assets.



Signature

Vice-President

Title

Mark Schlag

Printed Name

09/09/13

Date

COMPANY NAME: Polydyne Inc.



CERTIFICATE OF ANALYSIS

POLYDYNE INC.
4690 WORTH STREET
LOS ANGELES CA 90063

CUSTOMER NAME:
CITY OF SCOTTSDALE WTP

OA #: 708219-1-1
SCOTTSDALE 000

CITY OF SCOTTSDALE
7447 E. INDIAN SCHOOL RD
SUITE 220
SCOTTSDALE AZ 85251
UNITED STATES

mboettcher@scottsdaleaz.gov
MATTHEW

POLYDYNE PRODUCT NAME : CLARIFLOC (R) C-358

PURCHASE ORDER NR: 298407

DATE: 06/21/2013

AMOUNT: 45000 LB

QUALITY CONTROL

QC

	UNIT	SPECIFICATION	BATCH NUMBER	TEST
			LAPDD1/1232	
pH on solution		5.0 - 7.0	6.0	3130
BROOKFIELD VISCOSITY (30 RPM) (LV2, 30 rpm)	cps	700 - 1000	710	3420
NON VOLATILE SOLIDS	%	19.0 - 22.0	20.4	3100

Date: 06/21/2013

Signature

Saul Ricardez

If the # symbol appears in the QC-TEST column, then the data on that line is given for information only, and does not constitute a specification.

SUP NR: OG-0098 REVISION: 04

SNF**POLYDYNE**

CLARIFLOC[®] C-358 POLYMER

CHARACTERISTICS

CLARIFLOC C-358 polymer is a high molecular weight, homopolymer of diallyldimethylammonium chloride. It is an effective organic coagulant for water and wastewater clarification in a wide variety of industrial, municipal and mining applications. CLARIFLOC C-358 can partially or totally replace alum, ferric, lime and other inorganic coagulants, thereby reducing sludge volume. Unlike inorganics, it is effective over very wide pH ranges. CLARIFLOC C-358 is **approved** by the NSF for clarification of potable water at dosages up to 50 mg/L.

TYPICAL PROPERTIES

Physical Form	Clear Amber Liquid
Density	8.5 - 8.9 lbs/gal
Freezing Point	25 F. (-4 C.)
Solubility	Totally Water Soluble

PREPARATION AND FEEDING

CLARIFLOC C-358 is a solution polymer which can be diluted to any convenient concentration for feeding. No special make-down or activation procedures are necessary. The polymer can be diluted in-line using a static mixer or in a stirred vessel. Diluting to 1-10% product is highly recommended for all clarification application because the coagulant will be distributed more efficiently into the system with less chance of overdose.

MATERIALS OF CONSTRUCTION

Crosslinked polyethylene, fiberglass, stainless steel and lined mild steel are the preferred materials of construction for bulk tanks. Unlined mild steel, black iron, galvanized steel, or copper are not recommended in any part of the polymer feed system. Stainless steel or PVC are the best choice for pump heads and feed lines.

MANUFACTURING SPECIFICATIONS

Specific Gravity	1.02 - 1.04
% Active	19.0 - 22.0
Product Viscosity	700 - 1,000 cPs
Product pH	5.0 - 7.0

HANDLING AND STORAGE

CLARIFLOC C-358 has a suggested in-plant storage life of six months in unopened drums. For best results, store at 40-90 F. Protect from freezing. If the product freezes, allow it to warm up in a heated area and thaw thoroughly before attempting to use it. For spills of CLARIFLOC C-358, sprinkle sawdust or vermiculite over the spill area and sweep the material into approved chemical disposal containers.

PRODUCT SAFETY INFORMATION

CLARIFLOC C-358 is a mildly acidic product that can irritate the skin and eyes, so gloves, rubber apron and goggles should be worn during the handling of this product. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling information outlined in the POLYDYNE Material Safety Data Sheet. In the event of an emergency with CLARIFLOC C-358, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC C-358 Polymer is shipped in 55 gallon drums containing approximately 450 pounds net. It is also available in 275 gallon, poly-lined, disposable tote bins containing approximately 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

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

(800) 848-7659

ALL STATEMENTS, INFORMATION AND DATA GIVEN HEREIN ARE BELIEVED TO BE ACCURATE AND RELIABLE, BUT ARE PRESENTED WITHOUT GUARANTEE, WARRANTY OR RESPONSIBILITY OF ANY KIND, EXPRESSED OR IMPLIED STATEMENTS OR SUGGESTIONS CONCERNING POSSIBLE USE OF OUR PRODUCTS ARE MADE WITHOUT REPRESENTATION OR WARRANTY THAT ANY SUCH USE IS FREE OF PATENT INFRINGEMENT, AND ARE NOT RECOMMENDATIONS TO INFRINGE ON ANY PATENT. THE USER SHOULD NOT ASSUME THAT ALL SAFETY MEASURES ARE INDICATED OR THAT OTHER MEASURES MAY NOT BE REQUIRED.



Material Safety Data Sheet

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND THE COMPANY

Product name : CLARIFLOC (R) C-358 POLYMER

Company : POLYDYNE INC.
Riceboro, GA 31323
PO Box 279
United States

Telephone : 1-800-848-7659
Telefax : (912)-884-8770
E-mail :

Emergency telephone number : 1-800-424-9300

Product Use : Processing aid for industrial applications.

2. HAZARDS IDENTIFICATION

Emergency Overview :

Appearance and Odor

Form : Liquid
Color : Amber
Odor : Slight

Spills produce extremely slippery surfaces.

Potential Environmental Effects : The product contains a substance which is harmful to aquatic organisms. May cause long-term adverse effects in the aquatic environment.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Identification : Cationic polymer in solution.

Material Safety Data Sheet
CLARIFLOC (R) C-358 POLYMER

4. FIRST AID MEASURES

Inhalation : No hazards which require special first aid measures.

Skin contact : Wash with water and soap as a precaution. In case of persistent skin irritation, consult a physician.

Eye contact : Rinse thoroughly with plenty of water, also under the eyelids. In case of persistent eye irritation, consult a physician.

Ingestion : The product is not considered toxic based on studies on laboratory animals.

5. FIRE-FIGHTING MEASURES

Suitable extinguishing media : Water, Water spray, Foam, Dry powder, Carbon dioxide (CO₂).

Precautions : Spills produce extremely slippery surfaces.

Special protective equipment for firefighters : No special protective equipment required.

Flash point : Does not flash.

Autoignition temperature : Does not ignite.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions : No special precautions required.

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

Methods for cleaning up : Do not flush with water. Dam up. Soak up with inert absorbent material. If liquid has been spilt in large quantities clean up promptly by scoop or vacuum. After cleaning, flush away traces with water.

7. HANDLING AND STORAGE

Handling

Safe handling advice : Avoid contact with skin, eyes and clothing. When preparing the working solution ensure there is adequate ventilation. Do not breathe vapors or spray mist. When using do not smoke.

Storage

Keep in a dry, cool place (0 - 35 °C). Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material.

Material Safety Data Sheet
CLARIFLOC (R) C-358 POLYMER

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering measures

Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists

Personal protective equipment

Respiratory protection : In case of insufficient ventilation wear suitable respiratory equipment.

Hand protection : Rubber gloves.

Eye protection : Safety glasses with side-shields. Do not wear contact lenses where this product is used.

Skin and body protection : Chemical resistant apron or protective suit if splashing or repeated contact with solution is likely.

Hygiene measures

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

9. PHYSICAL AND CHEMICAL PROPERTIES

Form : Liquid

Color : Amber

Odor : Slight

pH : 5 - 7

Specific Gravity : 1.02 - 1.06

Melting point/range : Not applicable

Flash point : Does not flash

Freezing point (°C) : - 3 (°C)

Autoignition temperature : Does not ignite

Water solubility : Completely miscible

LogPow : 0

10. STABILITY AND REACTIVITY

Stability : Stable. Hazardous polymerisation does not occur.

Materials to avoid : Oxidizing agents may cause exothermic reactions.

Hazardous decomposition products : No decomposition if stored and applied as directed. Burning of the dried material can produce: hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides.

11. TOXICOLOGICAL INFORMATION

Acute toxicity

Skin : LD50/dermal/rabbit > 5000 mg/kg.

Oral : LD50/oral/rat > 5000 mg/kg

Inhalation : The product is not expected to be toxic by inhalation.

Irritation

Skin : Not irritating.

Eyes : May cause slight eye irritation.

Sensitization : The results of testing on human volunteers (Human Insult Patch Test) showed this material to be non-sensitizing.

Chronic toxicity : A one-year feeding study on rats did not reveal adverse health effects. A one-year feeding study on dogs did not reveal adverse health effects.

Other information

Not mutagenic in AMES Test

Not mutagenic in micronucleus test on mice

Not teratogenic, NOEL = 25 mg/kg

A multi-generation study in rats showed no reproductive/developmental toxicity at a dose of 125 mg/kg/day

12. ECOLOGICAL INFORMATION

Aquatic toxicity

Toxicity to fish : LC50/96 hours > 10 mg/l (OECD 203).

Toxicity to daphnia : EC50/48 hours > 10 mg/l (OECD 202).

Toxicity to algae : 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.

Environmental fate

Persistence and degradability : Not readily biodegradable.

Hydrolysis : Does not hydrolyse.

LogPow : 0

Bioaccumulation : Does not bioaccumulate.

Other ecological information :

The effects of this product on aquatic organisms are rapidly and significantly mitigated by the presence of dissolved organic carbon in the aquatic environment

13. DISPOSAL CONSIDERATIONS

Disposal : In accordance with local, state and federal regulations.

Container : Rinse empty containers with water and use the rinse water to prepare the working solution. Can be landfilled or incinerated, when in compliance with local, state and federal regulations.

14. TRANSPORT INFORMATION

DOT

Remarks : Not classified as dangerous in the meaning of DOT regulations.

IMDG/IMO

Remarks : Not classified as dangerous in the meaning of IMO/IMDG regulations.

ICAO/IATA

Remarks : Not classified as dangerous in the meaning of ICAO/IATA regulations.

15. REGULATORY INFORMATION

US SARA Reporting Requirements

SARA Title III Sections :

Sara (311, 312) hazard class : Not concerned

State Regulations

California Proposition 65 Information : Not regulated.

International Inventories

European Union (EINECS/ELINCS) : All components of this product are either listed on the inventory or are exempt from listing.

USA (TSCA) : All components of this product are either listed on the inventory or are exempt from listing.

Canada (DSL) : All components of this product are either listed on the inventory or are exempt from listing.

Australia (AICS) : All components of this product are either listed on the inventory or are exempt from listing.

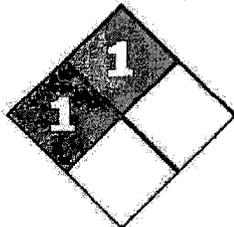
Japan (ENCS) : All components of this product are either listed on the inventory or are exempt from listing.

Korea (ECL) : All components of this product are either listed on the inventory or are exempt from listing.

Material Safety Data Sheet
CLARIFLOC (R) C-358 POLYMER

16. OTHER INFORMATION

NFPA and HMIS Ratings :



NFPA :

Health : 1
Flammability : 1
Instability : 0

HMIS :

Health : 1
Flammability : 1
Physical Hazard : 0

Further information : This MSDS was prepared in accordance with the following :
ANSI Z400.1-2004; Material Safety Data Sheets - Preparation

Contact : Regulatory Affairs Manager (912-880-8014)

The data in this Material Data Sheet relates only to the specific material designated herein and does not relate to use in combination with any other material or in any process. This information is based upon technical information believed to be reliable. It is subject to revision as additional knowledge and experience is gained. This information is based upon technical information believed to be reliable. It is subject to revision as additional knowledge and experience is gained.



CERTIFICATE OF ANALYSIS

POLYDYNE INC.
4690 WORTH STREET

LOS ANGELES CA 90063

CUSTOMER NAME :
CITY OF SCOTTSDALE

OA #: 701796 -1- 1

SCOTTSDALE 001

CITY OF SCOTTSDALE
7447 E.INDIAN SCHOOL RD
SUITE 220
SCOTTSDALE AZ 85251
UNITED STATES

dhenderson@scottsdaleaz.gov
KENNEY

POLYDYNE PRODUCT NAME: CLARIFLOC (R) A-210P				
PURCHASE ORDER NR : 297420			DATE : 05/23/2013	
AMOUNT : 6900 LB			QUALITY CONTROL	QC
	UNIT	SPECIFICATION	BATCH NUMBER RA06/1774	TEST
BULK BROOKFIELD VISCOSITY	cps	500 - 2000	1040	1010
NON VOLATILE SOLIDS	%	34.0 - 41.0	38.1	1050
UL BROOKFIELD VISCOSITY	cps	7.50 - 9.30	9.26	1019
RESIDUAL MONOMER	ppm	0 - 499	210	1001
			Date : 05/23/2013 Signature Garicel Arce	

If the # symbol appears in the QC-TEST column, then the data on that line is given for information only, and does not constitute a specification.

SUP NR: OG-0098 REVISION: 04

SNF POLYDYNE

CLARIFLOC® A-210P POLYMER

PRINCIPAL USES

CLARIFLOC A-210P is a medium charge 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. CLARIFLOC A-210P is **approved** by the NSF for clarification of potable water at dosages up to 3.0 mg/L.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Density	8.7 - 8.9 lbs/gal
Anionicity	30%
Active Polyacrylamide Min.	29%
Viscosity (0.5% Sol'n)	600-1200 cPs
Freezing Point	7 F. (-14 C.)
Flash Point	>200 F. (>93 C.)

PREPARATION AND FEEDING

CLARIFLOC A-210P 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	34 - 41 %
Residual AcAm	< 500 ppm
Neat Viscosity	500 - 2000 cPs
UL Viscosity	7.5 - 9.3 cPs

HANDLING AND STORAGE

Suggested in-plant storage life is 6 months 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 CLARIFLOC A-210P, sprinkle vermiculite or equivalent absorbent 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

CLARIFLOC A-210P 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

CLARIFLOC A-210P Polymer is shipped in 55 gallon drums containing approximately 450 pounds net or in 275 gallon nonreturnable tote tanks. 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

ALL STATEMENTS, INFORMATION AND DATA GIVEN HEREIN ARE BELIEVED TO BE ACCURATE AND REALIABLE, BUT ARE PRESENTED WITHOUT GUARANTEE, WARRANTY OR RESPONSIBILITY OF ANY KIND, EXPRESSED OR IMPLIED STATEMENTS OR SUGGESTIONS CONCERNING POSSIBLE USE OF OUR PRODUCTS ARE MADE WITHOUT REPRESENTATION OR WARRANTY THAT ANY SUCH USE IS FREE OF PATENT INFRINGEMENT, AND ARE NOT RECOMMENDATIONS TO INFRINGE ON ANY PATENT. THE USER SHOULD NOT ASSUME THAT ALL SAFETY MEASURES ARE INDICATED OR THAT OTHER MEASURES MAY NOT BE REQUIRED.



Material Safety Data Sheet

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND THE COMPANY

CLARIFLOC A-210P POLYMER

Product name : POLYDYNE INC.
Company : Riceboro, GA 31323
PO Box 279
United States
Telephone : 1-800-848-7659
Telefax : (912)-884-8770
E-mail :
Emergency telephone number : 1-800-424-9300

Product Use : Processing aid for industrial applications.

2. HAZARDS IDENTIFICATION

Appearance and Odor

Form : Viscous liquid
Color : Milky
Odor : Aliphatic

Emergency Overview :

Spills produce extremely slippery surfaces.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Identification : Anionic water-soluble polymer in emulsion.

4. FIRST AID MEASURES

Inhalation : No hazards which require special first aid measures.

Skin contact : Wash off immediately with soap and plenty of water. In case of persistent skin irritation, consult a physician.

Material Safety Data Sheet CLARIFLOC A-210P POLYMER

Eye contact : Rinse thoroughly with plenty of water, also under the eyelids. In case of persistent eye irritation, consult a physician.

Ingestion : The product is not considered toxic based on studies on laboratory animals.

5. FIRE-FIGHTING MEASURES

Suitable extinguishing media : Water. Water spray. Foam. Carbon dioxide (CO₂). Dry powder.

Precautions : Spills produce extremely slippery surfaces.

Special protective equipment for firefighters : No special protective equipment required.

Flash point : Does not flash.

Autoignition temperature : Does not ignite.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions : No special precautions required.

Environmental precautions : Do not contaminate water.

Methods for cleaning up : Do not flush with water. Dam up. Soak up with inert absorbent material. If liquid has been spilt in large quantities clean up promptly by scoop or vacuum. Keep in suitable and closed containers for disposal. After cleaning, flush away traces with water.

7. HANDLING AND STORAGE

Handling

Safe handling advice : Avoid contact with skin and eyes. When preparing the working solution ensure there is adequate ventilation. When using do not smoke.

Storage

Keep in a dry cool place (0 - 30 °C). Freezing will affect the physical condition and may damage the material.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering measures

Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Personal protective equipment

Material Safety Data Sheet CLARIFLOC A-210P POLYMER

Respiratory protection : In case of insufficient ventilation wear suitable respiratory equipment.

Hand protection : Rubber gloves.

Eye protection : Safety glasses with side-shields. Do not wear contact lenses where this product is used.

Skin and body protection : Chemical resistant apron or protective suit if splashing or repeated contact with solution is likely.

Hygiene measures

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

9. PHYSICAL AND CHEMICAL PROPERTIES

Form : Viscous liquid

Color : Milky

Odor : Aliphatic

pH : 6 - 8 @ 5 g/l

Melting point/range : Not applicable

Flash point : Does not flash

Autoignition temperature : Does not ignite

Approx. bulk density : 1.05

Water solubility : See Technical Bulletin

10. STABILITY AND REACTIVITY

Stability : Stable. Hazardous polymerisation does not occur.

Materials to avoid : Oxidizing agents may cause exothermic reactions.

Hazardous decomposition products : Thermal decomposition may produce Carbon oxides (CO_x), Nitrogen oxides (NO_x).

11. TOXICOLOGICAL INFORMATION

Acute toxicity

Skin : The product is not expected to be toxic.

Oral : LD50/oral/rat > 5000 mg/kg.

Inhalation : The product is not expected to be toxic by inhalation.

Irritation

Skin : May cause skin irritation with susceptible persons.

Eyes : May cause eye irritation with susceptible persons.

Sensitization : The product is not expected to be sensitizing.

Chronic toxicity : Prolonged skin contact may defat the skin and produce dermatitis.

12. ECOLOGICAL INFORMATION

Aquatic toxicity

Toxicity to fish : LC50/96 hours > 100 mg/l (OECD 203).

Toxicity to daphnia : EC50/48 hours > 100 mg/l (OECD 202).

Toxicity to algae : IC50/Scenedesmus subspicatus/72 hours > 100 mg/l (OECD 201).

Environmental fate

Persistence and degradability : Not readily biodegradable.

Hydrolysis : Does not hydrolyse.

13. DISPOSAL CONSIDERATIONS

Disposal : In accordance with local, state and federal regulations.

Container : Rinse empty containers with water and use the rinse water to prepare the working solution. Can be landfilled or incinerated, when in compliance with local, state and federal regulations.

14. TRANSPORT INFORMATION

DOT

Dot status : Not classified as dangerous in the meaning of DOT regulations

**Material Safety Data Sheet
CLARIFLOC A-210P POLYMER**

IMDG/IMO

Remarks : Not classified as dangerous in the meaning of IMO/IMDG regulations.

ICAO/IATA

Remarks : Not classified as dangerous in the meaning of ICAO/IATA regulations.

15. REGULATORY INFORMATION

International Inventories

European Union (EINECS/ELINCS) : All components of this product are either listed on the inventory or are exempt from listing.

USA (TSCA) : All components of this product are either listed on the inventory or are exempt from listing.

Canada (DSL) : All components of this product are either listed on the inventory or are exempt from listing.

Australia (AICS) : All components of this product are either listed on the inventory or are exempt from listing.

China (IECSC) : All components of this product are either listed on the inventory or are exempt from listing.

Japan (ENCS) : All components of this product are either listed on the inventory or are exempt from listing.

Korea (ECL) : All components of this product are either listed on the inventory or are exempt from listing.

Philippines (PICCS) : All components of this product are either listed on the inventory or are exempt from listing.

**Material Safety Data Sheet
CLARIFLOC A-210P POLYMER**

16. OTHER INFORMATION

NFPA and HMIS Ratings:

NFPA:

Health :	1
Flammability :	1
Instability :	0

HMIS:

Health :	1
Flammability :	1
Physical Hazard :	0

This MSDS was prepared in accordance with the following :

ISO 11014-1; Material Safety Data Sheet for Chemical Products
ANSI Z400.1-2004; Material Safety Data Sheets - Preparation

Contact : Regulatory Affairs Manager: (912)-880-8014

The data in this Material Data Sheet relates only to the specific material designated herein and does not relate to use in combination with any other material or in any process. This information is based upon technical information believed to be reliable. It is subject to revision as additional knowledge and experience is gained. This information is based upon technical information believed to be reliable. It is subject to revision as additional knowledge and experience is gained.



TABULATIONS FOR BID

To: City of Scottsdale **State:** AZ

From: Polydyne Inc. **Fax No.** (912)880-2078

Opened: 09/12/13

Subject: Invitation for Bid #14PB001 – Water and Waste Water Treatment Chemicals

Please provide us with tabulations on the subject bid by filling out this form or attaching your tabulations form to it. A self-addressed stamped envelope is included for your use. If possible, please fax us these tabulations to the above referenced number.

Awarded: YES/NO (circle one)
 If YES, indicate awarded vendor with an *
 If NO, indicate expected date of award.

Participants	Product Code	Price/Unit	Quantity	Extension
Polydyne Inc.	Clarifloc C-358	\$3.694/Gal.	20,000 Gal.	\$73,880.00
Polydyne Inc.	Clarifloc A-210P	\$8.80/Gal.	40,000 Gal.	\$352,000.00

Thank you for your assistance.
 Sincerely,

Randal Vickery
 Bids & Contracts Department
 (912) 880-2035

Database ID: 113-298



Purchasing

9191 E. San Salvador Dr.
Scottsdale, AZ 85258

CONTRACT AMENDMENT

November 25, 2014

Mr. Lawrence Grizzle
SNF / Polydyne Inc.
One Chemical Plant Road
P.O. Box 250
Riceboro, GA 31323

Re: Contract: 14PB001
Water & Wastewater Treatment Chemicals – Lot I (Clarifloc C385P)
Lot T (Clarifloc A-210)

Dear Mr. Grizzle:

Pursuant to your letter dated September 15, 2014, the City of Scottsdale hereby accepts your offer to renew our Contract 14PB001 for Water & Wastewater Treatment Chemicals for a period of one (1) year. All terms, conditions and pricing (as shown below) shall remain unchanged.

<u>Item</u>	<u>Price Per Gallon</u>
LOT I: Polymer Clarifloc C385P	\$ 3.694
LOT T: Clarifloc A-210 Polymer	\$ 8.80

Contract terms and conditions require current certificates of insurance for Commercial General Liability, Excess/Umbrella Liability, Vehicle Liability, and Workers Compensation / Employer's Liability be on file with the City of Scottsdale. Per contract terms and conditions the following **MINIMUM** amounts of coverage are required:

Commercial General Liability:	\$5,000,000 each occurrence \$5,000,000 Products-Completed Operations Aggregate \$5,000,000 General Aggregate Current certificate on file valid through 12/31/14
Vehicle Liability Insurance: With MCS 90 form	\$5,000,000 each accident Current certificate on file valid through 12/31/14
Workers Compensation and Employer's Liability Insurance:	\$100,000 each accident \$100,000 Disease each employee \$500,000 Disease policy limit Current certificate on file valid through 12/31/14

When necessary, updated insurance certificates can be emailed, faxed or mailed to my attention using the contact information listed below.

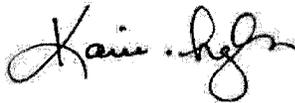
Please ensure the certificate(s) supplied list the "City of Scottsdale, its agents, representatives, officers, directors, officials and employees as an additional insured and certificate holder, include a waiver of subrogation against the City of Scottsdale," and reference Contract Number (14PB001).

Failure to supply and keep current the required insurance certificates may render this extension void.

The new term of the extension shall be from November 28, 2014, through November 27, 2015. All provisions of the contract shall remain in effect during the new contract period.

If you have any questions, please let me know.

Sincerely,



Karie Ingles, CPPB | Bid & Contract Specialist | Purchasing Department | City of Scottsdale

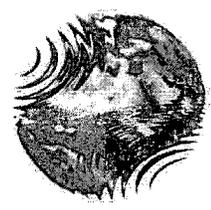
☎ 480-312-5744 | ✉ kingles@scottsdaleaz.gov | 🌐 <http://www.scottsdaleaz.gov/Purchasing>

cc: M. Helton
Contract Administrator
City of Scottsdale

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
POLYDYNE, INC.**

EXHIBIT B

Polydyne, Inc. – Pricing Sheets



TABULATIONS FOR BID

To: City of Scottsdale **State:** AZ

From: Polydyne Inc. **Fax No.** (912)880-2078

Opened: 09/12/13

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