

# City of Lawton

## INVITATION TO BID AND CONTRACT

<b>MAIL SEALED BIDS TO:</b> City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		<b>DIRECT INQUIRIES TO:</b> <a href="mailto:maegan.bishop@lawtonok.gov">maegan.bishop@lawtonok.gov</a> <a href="mailto:justine.quevara@lawtonok.gov">justine.quevara@lawtonok.gov</a> <b>QUESTIONS REGARDING BID:</b> <a href="http://www.bidsync.com/bidsync-cas/">www.bidsync.com/bidsync-cas/</a>	
<b>Date Bid Typed:</b> December 27, 2022	<b>Dates Bid Advertised:</b> December 29, 2022	<b>No Bids Received After:</b> January 24, 2023 <span style="float: right;">2:00pm</span>	
<b>Contract Number and Title:</b> CL23-011 Cationic Polymer		<b>Requirements-type Contract:</b>	<b>Contract Period:</b> 12 months
<b>Bid Openings are held at Lawton City Hall 2nd Floor Conference Room          212 SW 9th Street Lawton, OK 73501 @ 2:00 pm</b>			
<b>Vendor Name and Point of Contact:</b> Polydyne Inc. / Boyd Stanley, Sr. Vice-President		<b>Reason for No Bid:</b>	
<b>Mailing Address:</b> P.O. Box 279		<b>Terms:</b> Net 30 Days - No Discounts	
<b>City: State: Zip:</b> Riceboro, GA 31323		<b>Delivery:</b> 15 - 30 Days A.R.O.	
<b>Area Code and Phone Number:</b> (800) 84807659 Option 2		<b>Email Address:</b> Bids@polydyneinc.com	
<b>Federal Employer Identification Number or Social Security Number</b> 34-1810283			

**THIS BID INVALID IF NOT SIGNED AND NOTARIZED**

**AFFIDAVIT:**                      **STATE OF** Georgia                      **COUNTY OF** Liberty

Boyd Stanley

of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.


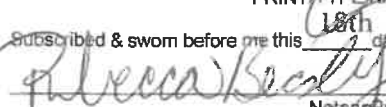
Firm: Polydyne Inc.

Address: One Chemical Plant Rd.

Riceboro, GA 31323

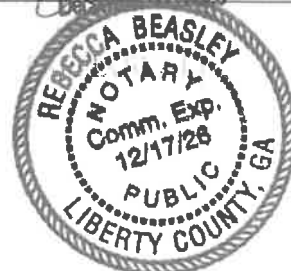
(City, State, Zip)

Phone: (800) 848-7659 Option 2

  
 SIGNATURE OF AUTHORIZED AGENT  
Boyd Stanley, Sr. Vice-President  
 PRINT TYPE NAME/TITLE  
 Subscribed & sworn before me this 18th day of January, 2023  
  
 My Commission expires: December 17, 2026  
 Notary Public Commission Expires

INVITATION TO BID AND CONTRACT  
PAGE 1 OF 11

FORM REVISED 2/14/22



## **GENERAL CONDITIONS FOR BIDDING REQUIREMENTS** **CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.**

**BIDDER – TO INSURE ACCEPTANCE OF THE BID,  
CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE  
TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID  
WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.**

**SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED. Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it "NO BID" and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier's name from the bid mailing list, without further notice. NOTE: To qualify as having responded, bidder/vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations WILL NOT be provided by telephone. Bid tabulations will be provided by mail at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**

- a. As the best interest of the City may require, the right is reserved to:
  - 1. Award by individual item, group of items, all or none, or a combination thereof.
  - 2. Award based upon a geographical district basis with one or more suppliers.
  - 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
- b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.

- 7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and is executed by the Mayor and City Clerk on behalf of the City of Lawton.
- 8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the City.
- 9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.
- 10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
- 11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
- 12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.

13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with bidder/vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at the destination unless otherwise provided. "Destination: shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the bidder/vendor until accepted by the ordering agency. The bidder/vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims the ordering department will:
  - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
  - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
  - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
  - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance

of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/vendor shall hold and save the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor are to accept only those purchase orders issued by the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Accounting Division Forms unless instructed otherwise in the invitation to bid or executed contract agreement.
25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
27. **PAYMENT:**

- a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. **HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.**
  - b. **REQUIREMENTS ONLY PURCHASES:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. **UNLESS OTHERWISE SPECIFIED, ALL CONTRACTS ARE REQUIREMENTS-TYPE CONTRACT,** meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
  - c. **Taxes:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
  - d. **Discounts:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
  - e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the bidder/vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid the name of any officer, director or agent who is also an employee of the City of Lawton or any of its agencies or subdivisions. Further, all bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/vendor, without exception, shall indemnify and save harmless the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or

materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.

31. **FACILITIES:** The City reserves the right to inspect the bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the awarding of the contract:
  - a. **General Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the bidder/vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence. One hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
  - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned. A current certificate showing that the bidder/vendor has a policy shall be maintained on the file with the City Clerk of the City.
  - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:
- a. **Bidder's Bonds:** If required as a part of the specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
  - b. **Performance Bonds:** If a performance Bond is required under the specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.
36. **TIME OF ESSENCE:** Unless otherwise stated time shall be considered of the essence to this agreement.
- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the bidder/vendor prior to submission of his bid and the City Council's acceptance thereof.
  - b. When time is not of the essence this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the bidder/vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.
37. **DISCRIMINATION:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:
- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The bidder/vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or physical or mental impairment. Such actions



shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The bidder/vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.

- b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
  - c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.
38. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful bidder/vendor as a result of this bid. It shall be the bidder/vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid whom will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the bidder/vendor.
39. **ADVERTISING:** In submitting a proposal, bidder/vendor agrees not to use the results therefrom as a part of any commercial advertising.
40. **TERMINATION FOR CONVENIENCE OF THE CITY:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under this contract may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
  - b. Any such termination shall be effected by the delivery to the bidder/vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
  - c. After receipt of a notice of termination, the bidder/vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.
41. **VENUE:** This contract shall be governed by the laws of the State of Oklahoma.
42. **OKLAHOMA STATE CONTRACT:** Some items which the City solicits bids for are on the Oklahoma State Contract. The City is eligible to purchase from the State Contract and will check the prices on the State Contract and may elect to purchase under that contract without termination of this agreement.
43. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This agreement may not be modified except in writing signed by both parties.

44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.

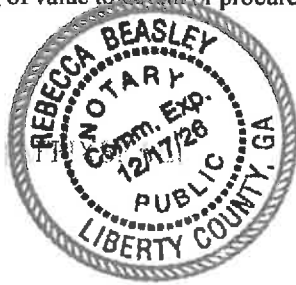
AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00  
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Georgia

COUNTY OF Liberty

SS

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.



Polydyne Inc.

Business Name / Contractor Name

Signed Boyd Stanley, Sr.  
Print: Boyd Stanley, Sr. Vice-President

Attested to before me this 18th day of January 2023.

Rebecca Beasley  
Notary Public

My Commission Expires My Commission Expires 2026.  
December 17, 2026

**NOTE:** Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.

## CITY OF LAWTON SPECIFICATION

**SPECIFICATION NUMBER: M-08**

**SPECIFICATION TITLE: Cationic Polymer**

**APPROVAL DATE: August 22, 2022**

**DELIVERY: (Bulk)** City of Lawton WTP,  
East Lake Dr., Medicine Park, OK 73557

**(275lb Totes)** City of Lawton SEWTP  
4596 SE 15<sup>th</sup> St., Lawton, OK 73501

a. Item(s) shall be delivered, FOB, to the addresses shown above.

**WARRANTY:** Will be considered during award.

a. Bidder is to clearly state the terms of the standard warranty and the cost and terms of any additional available warranties.

**DISCLAIMER:** The City of Lawton reserves the right to accept or reject any or all bids.

**DESCRIPTION:**

- a. The following specifications are the minimum acceptable standards for the item(s) shown above.
- b. Any deviation from these specifications must be clearly annotated by the Bidder checking either Y or N and on a separate page list the specification reference and detailing the deviation.
- c. Failure to annotate deviations may cause bid to be deemed as non-responsive.

ITEM	DESCRIPTION	COMPLY	
		Y	N
1	Vendor to fax security information prior to delivery, i.e., Driver's name, license #, picture, trailer #, and trailer tank opening seal #'s.	✓	
2	Vendor to supply certified weight certificate and product analysis at the time of delivery. Payment shall be made only for the weight of product delivered.	✓	
3	Vendor to state delivery time ARO and delivery time during an emergency. This information will be used as criteria in bid evaluation.	✓	
4	Vendor must supply a current and complete safety data sheet (SDS) prior to first delivery.	✓	

**Coagulant Aid/Cationic Polymer Specification  
(continued)**

ITEM	DESCRIPTION	COMPLY	
		Y	N
5	Product acceptability shall be established under applicable ANSI/NSF standard (60 or 61) and must be suitable for use with treatment of drinking water.	✓	
6	The vendor's agent (Truck Driver) shall provide samples for the plant operator. Plant operator will provide sample containers.	✓	
7	The City shall retain one sample from each shipment. The sample will be held until the next shipment of product is received. The vendor agrees the content of this sample fairly represents the quality of the product delivered in that shipment.	✓	
8	Delivery hours are Monday thru Friday 8:00 am to 3:30 pm.	✓	
9	Product is to be bid in pounds.	✓	
10	New Vendors must schedule and perform Jar and pilot tests, at vendor's expense, on products not previously tested at the WTP prior to bidding and show reasonable performance / cost results.	✓	
11	Vendor must provide product that is compatible with current pumping, piping, and storage at facilities.	✓	
12	Chemical must be compatible with existing chemical in place and warrant no pipework flushing, tank or storage cleanout, and must not adversely react with existing chemical when mixed.	✓	
13	Must meet standards of Magnifloc® LT7985 or equivalent. Vendor to provide equivalency documentation.	✓	

Bid Number: CL23-011

Bid Title: Cationic Polymer

Vendor Name: Polydyne Inc.

(please complete above information)

**Price Bid**

(must be completed and returned with the bid)

Item	Description	Estimated Quantity	Unit	Unit Price
1.	Cationic Polymer (Bulk Delivery) price for 90-day guarantee	135,000	Lbs	\$0.890/Lb.
2.	Cationic Polymer (Bulk Delivery) price for 180-day guarantee	270,000	Lbs	\$0.890/Lb.
3.	Cationic Polymer (Bulk Delivery) price for 365-day guarantee	85,000	Lbs	\$0.890/Lb.
4.	Cationic Polymer (300-330 gal Totes) price for 90-day guarantee	4	Totes	\$2,323.00 per Tote *
5.	Cationic Polymer (300-330 gal Totes) price for 180-day guarantee	6	Totes	\$2,323.00 per Tote *
6.	Cationic Polymer (300-330 gal Totes) price for 365-day guarantee	12	Totes	\$2,323.00 per Tote *

Brand Bid: Clarifloc

Model Bid: C-308P

Bulk Deliveries will be delivered to:	Tote Deliveries will be delivered to:
City of Lawton, Water Treatment Plant E. Lake Drive & Water Street Medicine Park, OK 73557 580-529.2703	City of Lawton, SE Water Treatment Plant 4596 SE 15 <sup>th</sup> Street Lawton, OK 73501

Questions regarding the attached specifications should be posted onto Bidsync at [www.bidsync.com/bidsync-cas/](http://www.bidsync.com/bidsync-cas/).

**Notes:** \*Please note Totes of Clarifloc C-308P contains 2,300 Lbs.. The price per pound is \$1.010.

1. As per accompanying Specifications.
2. This is a requirements contract.
3. There are no insurance or bond requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. Disclaimer: The City of Lawton reserves the right to accept or reject any or all bids.



## **WARRANTY STATEMENT**

Polydyne Inc. warrants all goods and services offered under this bid to be readily available from the date of award through all mutually agreed upon option periods and further guarantees replacement of defective materials during said periods in conjunction with the statements of the Product Data Sheet and Safety Data Sheets. If at any time there are questions about Polydyne Inc. products or if technical assistance is required please contact the Polydyne representatives below:

**Brent SoRelle, Sr. Technical Sales Representative**

**Tel: (682) 216-5062**

**E-mail: [bsorelle@polydyneinc.com](mailto:bsorelle@polydyneinc.com)**

**Rick Johnson, Regional Sales Manager**

**Tel: (281) 630-459**

**E-mail: [rjohnson@polydyneinc.com](mailto:rjohnson@polydyneinc.com)**

**Customer Service:**

**Monday – Friday – 8:00 a.m. – 5:00 p.m.**

**Jonathon Jones, Customer Service Representative**

**Toll Free: (800) 848-7659**

**E-mail: [JonathanJ@snfhc.com](mailto:JonathanJ@snfhc.com)**

**Bids and Contracts Department**

**Randal Vickery, Bid Coordinator**

**Tel.: (912) 880-2035**

**Fax: (912) 880-2078**

**E-mail: [polybiddpt@snfhc.com](mailto:polybiddpt@snfhc.com)**



The Public Health and Safety Organization

## NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, January 17, 2023** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

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

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=37260&Standard=060&>

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

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#### Polydyne Incorporated

P.O. Box 279

Riceboro, GA 31323

United States

800-848-7659

[Visit this company's website](#)

<http://www.polydyneinc.com>

**Facility :** Los Angeles, CA

#### Poly (Diallyldimethylammonium Chloride)(pDADMAC)

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc® C-308P	Coagulation & Flocculation	50 mg/L
Clarifloc® C-318	Coagulation & Flocculation	25 mg/L
Clarifloc® C-318P	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-338	Coagulation & Flocculation	50 mg/L
Clarifloc® C-348	Coagulation & Flocculation	25 mg/L
Clarifloc® C-358	Coagulation & Flocculation	50 mg/L
Clarifloc® C-368	Coagulation & Flocculation	29mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-388	Coagulation & Flocculation	100mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L



• Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	72mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100 mg/L

#### **Polyacrylamide[PC]**

<b>Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Clarifloc® A-6320	Coagulation & Flocculation	3mg/L
Clarifloc® N-120P	Coagulation & Flocculation	3mg/L
Clarifloc® N-6310	Coagulation & Flocculation	3 mg/L
FLOPAM™ EM 230 PWG	Coagulation & Flocculation	3mg/L
FLOPAM™ EM 235 PWG	Coagulation & Flocculation	3mg/L

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

#### **Facility : Riceboro, GA**

#### **Miscellaneous Water Supply Products[1] [2]**

<b>Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Flospers 30 S	Well Cleaning Aid	NA
	Well Drilling Aid	

[1] This product is designed to be flushed out prior to using the system for drinking water. The well is to be properly flushed and drained before being placed into service. This product is to be used according to the manufacturer's use instructions.

[2] These products are designed to be flushed out prior to using the system for drinking

water. Before being placed into service, the well is to be properly flushed according to the manufacturer's use instructions. Certification of these products is based on the well drilling model with the following assumptions:

- The amount of well drilling fluid used is 3780 L (1000 U.S. gallons) to which the drilling fluid has been added at the manufacturer's recommended level.
- The aquifer contains 3.1 million liters of water (815,000 gallons) based on a 0.5 acre aquifer of 6.1 meter depth (20 ft.) and 25% porosity.
- The bore hole is 61 meters in total depth (200 ft.), the screen is 6.1 meters in length (20 ft.), and the bore hole is 25.4 cm. in diameter (10 in.).
- The amount of well drilling fluid removed from the well during construction is equal to the combined volumes of the casing and the screen, plus an additional amount removed through the well disinfection and development (90% removed).
- This product should not be used in constructing wells in highly porous formations, such as cavernous limestone.

**Poly (Diallyldimethylammonium Chloride)(pDADMAC)**

<b>Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Clarifloc® C-308P	Coagulation & Flocculation	50mg/L
Clarifloc® C-318	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-338	Coagulation & Flocculation	50mg/L
Clarifloc® C-348	Coagulation & Flocculation	25mg/L
Clarifloc® C-358	Coagulation & Flocculation	50mg/L
Clarifloc® C-368	Coagulation & Flocculation	29mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-388	Coagulation & Flocculation	100mg/L
Clarifloc® C-398	Coagulation & Flocculation	29mg/L
Clarifloc® C-4408	Coagulation & Flocculation	125mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	72mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L

Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L
FBS 515C	Coagulation & Flocculation	50mg/L
FBS 587C	Coagulation & Flocculation	50mg/L
FBS 591C	Coagulation & Flocculation	50mg/L
FBS 592C	Coagulation & Flocculation	25mg/L

### Polyacrylamide[PC]

### Trade Designation

CLARIFLOC A-3345P	Coagulation & Flocculation	1mg/L
CLARIFLOC® C-6241 PWG	Coagulation & Flocculation	1mg/L
Clarifloc C-6270	Coagulation & Flocculation	3mg/L
Clarifloc® A-210P	Coagulation & Flocculation	3 mg/L
Clarifloc® A-3301	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3308P	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3310	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3320	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3333P	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3340	Coagulation & Flocculation	1 mg/L
Clarifloc® A-3360	Coagulation & Flocculation	1mg/L
Clarifloc® A-6270	Coagulation & Flocculation	3mg/L
Clarifloc® A-6320	Coagulation & Flocculation	3 mg/L
Clarifloc® A-6330	Coagulation & Flocculation	3 mg/L
Clarifloc® A-6335	Coagulation & Flocculation	3mg/L
Clarifloc® A-6340	Coagulation & Flocculation	1 mg/L
Clarifloc® A-6355	Coagulation & Flocculation	3mg/L
Clarifloc® A-6360	Coagulation & Flocculation	3 mg/L
Clarifloc® A6351	Coagulation & Flocculation	3mg/L
Clarifloc® C-3203	Coagulation & Flocculation	1mg/L
Clarifloc® C-3205	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3210	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3223	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3226	Coagulation & Flocculation	1mg/L
Clarifloc® C-3230	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3257	Coagulation & Flocculation	1 mg/L
Clarifloc® C-3280	Coagulation & Flocculation	1 mg/L
Clarifloc® C-6203	Coagulation & Flocculation	1 mg/L
Clarifloc® C-6210	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6215	Coagulation & Flocculation	3mg/L
Clarifloc® C-6220	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6240	Coagulation & Flocculation	3 mg/L
Clarifloc® C-6242 PWG	Coagulation & Flocculation	1mg/L
Clarifloc® C-6257 PWG	Coagulation & Flocculation	3mg/L
Clarifloc® C-6260	Coagulation & Flocculation	3 mg/L

Clarifloc® C-6265 PWG	Coagulation & Flocculation	3mg/L
Clarifloc® C-6266 A PWG	Coagulation & Flocculation	3mg/L
Clarifloc® C-6266 PWG	Coagulation & Flocculation	3mg/L
Clarifloc® N-120P	Coagulation & Flocculation	3 mg/L
Clarifloc® N-3300P	Coagulation & Flocculation	1 mg/L
Clarifloc® N-6310	Coagulation & Flocculation	3 mg/L
FBS 7000PWG	Coagulation & Flocculation	3mg/L
FBS 930PWG	Coagulation & Flocculation	1mg/L
FBS A-103PWG	Coagulation & Flocculation	1mg/L
FBS A104PWG	Coagulation & Flocculation	3mg/L
FBS C1285PWG	Coagulation & Flocculation	3mg/L
FBS C294PWG	Coagulation & Flocculation	3mg/L
FBS C8415PWG	Coagulation & Flocculation	1mg/L
FBS-A192PWG	Coagulation & Flocculation	1mg/L
FLOPAM™ EM 533 PWG	Coagulation & Flocculation	3mg/L

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

#### **Polyamines[PY]**

<b>Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Clarifloc® C-309P	Coagulation & Flocculation	10mg/L
Clarifloc® C-319	Coagulation & Flocculation	10mg/L
Clarifloc® C-329	Coagulation & Flocculation	10mg/L
Clarifloc® C-339	Coagulation & Flocculation	10mg/L
Clarifloc® C-349	Coagulation & Flocculation	10mg/L
Clarifloc® C-359	Coagulation & Flocculation	10mg/L
Clarifloc® C-379	Coagulation & Flocculation	10mg/L
Clarifloc® C-389	Coagulation & Flocculation	10mg/L
Clarifloc® C-399	Coagulation & Flocculation	10mg/L
FLOQUAT™ FL 3050 PWG	Coagulation & Flocculation	10mg/L
PRP 3050	Coagulation & Flocculation	10mg/L

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

#### **Sodium Polyacrylate[1] [2]**

<b>Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Flospers 30	Distillation Antiscalant	20mg/L
	Reverse Osmosis Antiscalant	

- [1] This product is designed to be flushed out prior to using the system for drinking water. The well is to be properly flushed and drained before being placed into service. This product is to be used according to the manufacturer's use instructions.
- [2] These products are designed to be flushed out prior to using the system for drinking water. Before being placed into service, the well is to be properly flushed according to the manufacturer's use instructions. Certification of these products is based on the well drilling model with the following assumptions:
- The amount of well drilling fluid used is 3780 L (1000 U.S. gallons) to which the drilling fluid has been added at the manufacturer's recommended level.
  - The aquifer contains 3.1 million liters of water (815,000 gallons) based on a 0.5 acre aquifer of 6.1 meter depth (20 ft.) and 25% porosity.
  - The bore hole is 61 meters in total depth (200 ft.), the screen is 6.1 meters in length (20 ft.), and the bore hole is 25.4 cm. in diameter (10 in.).
  - The amount of well drilling fluid removed from the well during construction is equal to the combined volumes of the casing and the screen, plus an additional amount removed through the well disinfection and development (90% removed).
  - This product should not be used in constructing wells in highly porous formations, such as cavernous limestone.

## **Facility : Dolton, IL**

### **Poly (Diallyldimethylammonium Chloride)(pDADMAC)**

<b>Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Clarifloc® C-308P	Coagulation & Flocculation	50mg/L
Clarifloc® C-318	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-4408	Coagulation & Flocculation	125mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	72mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L

Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L

**Facility : Plaquemine, LA**

**Polyacrylamide[PC]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc A-210P	Coagulation & Flocculation	3mg/L

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

**Facility : Pearlinton, MS**

**Poly (Diallyldimethylammonium Chloride)(pDADMAC)**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc® C-308P	Coagulation & Flocculation	50mg/L
Clarifloc® C-318	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-338	Coagulation & Flocculation	50mg/L
Clarifloc® C-348	Coagulation & Flocculation	25mg/L
Clarifloc® C-358	Coagulation & Flocculation	50mg/L
Clarifloc® C-368	Coagulation & Flocculation	29mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-388	Coagulation & Flocculation	100mg/L
Clarifloc® C-398	Coagulation & Flocculation	29mg/L
Clarifloc® C-4135	Coagulation & Flocculation	29mg/L
Clarifloc® C-4408	Coagulation & Flocculation	125mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	71mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L

Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L
FBS 515C	Coagulation & Flocculation	50mg/L
FBS 521N	Coagulation & Flocculation	50mg/L

#### **Polyamines[PY]**

<b>Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Clarifloc® C-309D	Coagulation & Flocculation	32mg/L
Clarifloc® C-309P	Coagulation & Flocculation	10mg/L
Clarifloc® C-319	Coagulation & Flocculation	20mg/L
Clarifloc® C-329	Coagulation & Flocculation	20mg/L
Clarifloc® C-339	Coagulation & Flocculation	10mg/L
Clarifloc® C-349	Coagulation & Flocculation	10mg/L
Clarifloc® C-359	Coagulation & Flocculation	10mg/L
Clarifloc® C-379	Coagulation & Flocculation	20mg/L
Clarifloc® C-389	Coagulation & Flocculation	10mg/L
Clarifloc® C-399	Coagulation & Flocculation	10mg/L
FLOQUAT™ FL 3050 PWG	Coagulation & Flocculation	10mg/L
PRP 3050	Coagulation & Flocculation	10mg/L

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

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Number of matching Manufacturers is 1

Number of matching Products is 201

Processing time was 0 seconds

# SNF

# POLYDYNE

## CLARIFLOC C-308P POLYMER

PRODUCT BULLETIN

### CHARACTERISTICS

CLARIFLOC C-308P polymer is a low molecular weight, homopolymer of diallyldimethylammonium chloride. It is an effective organic coagulant for water clarification in a variety of municipal applications. CLARIFLOC C-308P 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-308P is NSF certified for clarification of potable water at dosages up to 50 mg/L.

### TYPICAL PROPERTIES

Physical Form	Clear Amber Liquid
Density	8.4 - 8.9 Lbs/Gal
Freezing Point	25 F. (-4 C.)
Solubility	Totally Water Soluble

### PREPARATION AND FEEDING

CLARIFLOC C-308P 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% is highly recommended for all clarification applications 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	1.03 - 1.05
% Active	19.0 - 22.0
Product Viscosity	80 - 180 cPs
Product pH	5.0 - 7.0

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

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

### HANDLING AND STORAGE

CLARIFLOC C-308P has a suggested in-plant storage life of one year 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-308P, sprinkle sawdust or vermiculite over the spill area and sweep the material into approved chemical disposal containers.

### PRODUCT SAFETY INFORMATION

CLARIFLOC C-308P 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-308P, contact Chemtrec anytime day or night at (800) 424-9300.

### SHIPPING

CLARIFLOC C-308P Polymer is shipped in 55 gallon drums containing 450 pounds net and 275 gallon totes containing 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**

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# SAFETY DATA SHEET

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

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

### *1.1. Product Identifier*

**Product name:** CLARIFLOC™ C-308P

**Type of product:** Mixture.

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

**Identified uses:** Processing aid for industrial applications.

**Uses advised against:** None.

### *1.3. Details of the supplier of the safety data sheet*

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

**Telephone:** 1-800-848-7659

**Telefax:** (912)-884-8770

**E-mail address:** -

### *1.4. Emergency telephone number*

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

## **SECTION 2: Hazards identification**

### *2.1. Classification of the substance or mixture*

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

Not classified.

### *2.2. Label elements*

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

## SAFETY DATA SHEET

CLARIFLOC™ C-308P

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*Hazard symbol(s):* None.

*Signal word:* None.

*Hazard statement(s):* None.

*Precautionary statement(s):* None.

### 2.3. Other hazards

Spills produce extremely slippery surfaces.

## **SECTION 3: Composition/information on ingredients**

### 3.1. Substances

Not applicable, this product is a mixture.

### 3.2. Mixtures

#### Hazardous components

Contains no reportable hazardous substances.

## **SECTION 4: First aid measures**

### 4.1. Description of first aid measures

#### *Inhalation:*

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

#### *Skin contact:*

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

#### *Eye contact:*

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

#### *Ingestion:*

Rinse mouth with water. Do NOT induce vomiting. Get medical attention immediately if symptoms occur.

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

None under normal use.

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

None reasonably foreseeable.

#### *Other information:*

None.

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

Water. Water spray. Foam. Carbon dioxide (CO<sub>2</sub>). Dry powder.

Warning! Spills produce extremely slippery surfaces.

*Unsuitable extinguishing media:*

None known.

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

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO<sub>x</sub>), carbon oxides (CO<sub>x</sub>). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

**5.3. Advice for firefighters***Protective measures:*

Wear self-contained breathing apparatus and protective suit.

*Other information:*

Spills produce extremely slippery surfaces.

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

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

*Protective equipment:*

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

*Emergency procedures:*

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

**6.2. Environmental precautions**

Do not contaminate water.

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

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

*Large spills:*

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

*Residues:*

After cleaning, flush away traces with water.

**6.4. Reference to other sections**

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

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

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

***7.2. Conditions for safe storage, including any incompatibilities***

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

***7.3. Specific end use(s)***

This information is not available.

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

*Occupational exposure limits:*

None known.

***8.2. Exposure controls***

*Appropriate engineering controls:*

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

*Individual protection measures, such as personal protective equipment:*

***a) Eye/face protection:***

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

***b) Skin protection:***

*i) Hand protection:* PVC or other plastic material gloves. Be aware that liquid may permeate gloves, frequent change is advised. Suitable gloves can be recommended by the glove supplier. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.

*ii) Other:* Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

***c) Respiratory protection:***

No personal respiratory protective equipment normally required.

***d) Additional advice:***

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

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

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

a) Appearance:	Clear to slightly yellow liquid.
b) Odour:	None.
c) Odour Threshold:	Not applicable.
d) pH:	3 - 7 (See Technical Bulletin or Product Specifications for a more precise value, if available)
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C
g) Flash point:	Does not flash.
h) Evaporation rate:	No data available.
i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/L @ 20°C
m) Relative density:	1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available)
n) Solubility(ies):	Completely miscible.
o) Partition coefficient:	< 0
p) Autoignition temperature:	Does not self-ignite (based on the chemical structure).
q) Decomposition temperature:	> 150°C
r) Viscosity:	See Technical Bulletin.
s) Explosive properties:	Not expected to be explosive based on the chemical structure.
t) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.

*9.2. Other information*

None.

**SECTION 10: Stability and reactivity****10.1. Reactivity**

Stable under recommended storage conditions.

**10.2. Chemical stability**

Stable under recommended storage conditions.

**10.3. Possibility of hazardous reactions**

None known.

**10.4. Conditions to avoid**

Protect from frost, heat and sunlight.

**10.5. Incompatible materials**

None known.

**10.6. Hazardous decomposition products**

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO<sub>x</sub>), carbon oxides (CO<sub>x</sub>). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

**SECTION 11: Toxicological information****11.1. Information on toxicological effects****Information on the product as supplied:**

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg.
Acute inhalation toxicity:	Testing by the inhalation route is inappropriate because exposure of humans via inhalation is unlikely: the substance has no vapour pressure and there is practically no exposure to inhalable aerosols.
Skin corrosion/irritation:	Not irritating.
Serious eye damage/eye irritation:	Slightly irritating.
Respiratory/skin sensitisation:	Not sensitizing to skin. No respiratory sensitization has been observed in the workplace.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	By analogy with similar substances, this substance is not expected to be carcinogenic.
Reproductive toxicity:	By analogy with similar substances, this substance is not expected to be toxic for reproduction.

## SAFETY DATA SHEET

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STOT - Single exposure: No known effects.  
STOT - Repeated exposure: No known effect.  
Aspiration hazard: No hazards resulting from the material as supplied.

### **SECTION 12: Ecological information**

#### *12.1. Toxicity*

##### Information on the product as supplied:

Acute toxicity to fish: LC50/Danio rerio/96 hours > 100 mg/L  
Acute toxicity to invertebrates: EC50/Daphnia magna/48 hours > 100 mg/L  
Acute 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.  
Chronic toxicity to fish: No data available.  
Chronic toxicity to invertebrates: No data available.  
Toxicity to microorganisms: EC0/activated sludge/0.5 hours = 1000 mg/L (OECD 209)  
Effects on terrestrial organisms: Exposure to soil is unlikely.  
Sediment toxicity: Exposure to sediment is unlikely.

#### *12.2. Persistence and degradability*

##### Information on the product as supplied:

Degradation: Not readily biodegradable.  
Hydrolysis: Does not hydrolyse.  
Photolysis: No data available.

#### *12.3. Bioaccumulative potential*

##### Information on the product as supplied:

Not bioaccumulating.  
Partition co-efficient (Log Pow): < 0

*Bioconcentration factor (BCF):* ~0

*12.4. Mobility in soil*

Information on the product as supplied:

Exposure to soil is not to be expected.

*K<sub>oc</sub>:* ~0

*12.5. Other adverse effects*

None known.

**SECTION 13: Disposal considerations**

*13.1. Waste treatment methods*

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

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

Recycling:

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

**SECTION 14: Transport information**

*Land transport (DOT)*

Not classified.

*Sea transport (IMDG)*

Not classified.

*Air transport (IATA)*

Not classified.

**SECTION 15: Regulatory information**

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



## SAFETY DATA SHEET

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### Information on the product as supplied:

### TSCA Chemical Substances Inventory:

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

### US SARA Reporting Requirements:

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

### SARA Title III Sections:

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

Section 304 - Reportable Quantity:  
Not concerned.

Section 313 (De minimis concentration):  
Not concerned.

### Clean Water Act

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

### Clean Air Act

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

### CERCLA

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

### RCRA status :

Not RCRA hazardous.

### California Proposition 65 Information:

Not concerned.

## **SECTION 16: Other information**

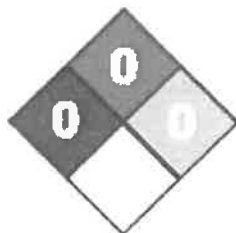
### NFPA and HMIS Ratings:

NFPA:

## SAFETY DATA SHEET

CLARIFLOC™ C-308P

Health: 0  
Flammability: 0  
Instability: 0



### HMIS:

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

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

SECTION 5. Fire-fighting measures, SECTION 8. Exposure controls/personal protection, SECTION 10. Stability and reactivity, SECTION 15. Regulatory information, SECTION 16. Other Information.

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

### Acronyms

STOT = Specific target organ toxicity

### Training advice:

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

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 22.01.a

LDCC010A

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

# ABSTRACT OF BIDS

I CERTIFY that I have opened, read, and recorded herein all bids received and listed below:

Signature: *Justine Guevara*

IFB/RFP Number CL23-011		Page <u>1</u> of <u>1</u>	Bidder Number <u>1</u>	Bidder Number <u>1</u>	Bidder Number <u>1</u>	
IFB/RFP Title Cationic Polymer		Date Opened: Tuesday, January 24, 2023	Univar Solutions Inc. Rolse Holiday 8201 S 212th Kent, WA 98032 253-872-5000 muniteam-west@univar.com	Polydyne, Inc. Boyd Stanley PO Box 279 Riceboro, GA 31323 800-848-7659 option 2 bids@polydyneinc.com	Hawkins, Inc. Richard Erstad 2381 Rosegate Roseville, MN 55113 612-331-6910 bids@hawkinsinc.com	
Buyer Justine Guevara		Number of ADDENDA Issued None	Addenda Acknowledged N/A	Addenda Acknowledged N/A	Addenda Acknowledged N/A	
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS....\$25,000: CERTIFICATE OF INSURANCE ENCLOSED:			N/A	As required Yes Yes N/A	As required Yes Yes N/A	
Item No.	Description of Bid Item	Est. Qty	Unit	Amount / Remarks	Unit Price	Amount / Remarks
1	Cationic Polymer - 90 day guarantee	135,000	lbs	No Bid	\$0.89	\$0.945
2	Cationic Polymer - 180 day guarantee	270,000	lbs	No Bid	\$0.89	—
3	Cationic Polymer - 365 day guarantee	85,000	lbs	No Bid	\$0.89	—
4	Cationic Polymer (Totes) 90 day guarantee	4	totes	No Bid	\$2,323.00	*per tote \$1.275
5	Cationic Polymer (Totes) 180 day guarantee	6	totes	No Bid	\$2,323.00	*per tote —
6	Cationic Polymer (Totes) 365 day guarantee	12	totes	No Bid	\$2,323.00	*per tote —