



FY24-095

FY24-095 Water & Wastewater Treatment Chemicals

Issue Date: 7/22/2024

Questions Deadline: 7/26/2024 02:00 PM (CT)

Response Deadline: 8/8/2024 05:00 PM (CT)

City of Laredo Purchasing

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041
Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Event Information

Number: FY24-095
Title: FY24-095 Water & Wastewater Treatment Chemicals
Type: Request For Bid
Issue Date: 7/22/2024
Question Deadline: 7/26/2024 02:00 PM (CT)
Response Deadline: 8/8/2024 05:00 PM (CT)
Notes: *****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.*****

Ship To Information

Contact: Mario I. Maldonado Jr.
Address: City Secretary
City Hall
3rd floor
1110 Houston St
3rd floor
Laredo 78043
Phone: (956) 791-7312

Billing Information

Contact: Jorge Jolly
Address: Accounts Payable
City Hall
2nd
PO Box 210
Laredo, TX 78042
Phone: (956) 791-7326
Email: jjolly@ci.laredo.tx.us

Bid Attachments

Conflict of Interest Questionnaire-Revised 1-1-2021.pdf

[Download](#)

Conflict of Interest Questionnaire (CIQ)

Non-Collusive Affidavit Form.pdf

[Download](#)

Non-Collusive Affidavit Form

Bid Tab FY23-001.pdf

[Download](#)

FY23-001 Bid Tab Last Contract

FY24-095_Form_1295.pdf

[Download](#)

FY24-095 Form 1295

FY24-095 COQ FORM AND INSTRUCTIONS (1).pdf

[Download](#)

FY24-095 Conflict of Interest Instructions

FY24-095 Water & Wastewater Chemicals.pdf

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FY24-095 Water & Wastewater Chemicals

Bid Attributes

1	Award by Item This contract will be awarded by item to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. <input checked="" type="checkbox"/> Yes (Optional: Check if applicable)
2	Questionnaire Description "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".
3	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid Polydyne Inc. Boyd Stanley, Sr. Vice-President (800) 848-7659 Option 2 (Required: Maximum 1000 characters allowed)
4	State how long under has the business been in its present business name In excess of 28 years (Required: Maximum 1000 characters allowed)
5	If applicable, list all other names under which the Business identified above operated in the last five years Not Applicable (Required: Maximum 4000 characters allowed)
6	State if the Company is a certified minority business enterprise No Polydyne Inc. is not a MBE. The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

7 Questions Part 1

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

No litigation is pending against Polydyne Inc. Polydyne Inc. has not been deemed "not responsive" for any contract award. Polydyne Inc. has not been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from bidding, proposing or contracting. No circumstances exist that would disqualify Polydyne Inc. for award of a public contract. No government or other public entity has requested/required enforcement of any of its rights under a surety agreement.

(Required: Maximum 4000 characters allowed)

8 Questions Part 2

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

Polydyne Inc. is not in arrears, in debt or a defaulter. No liquidated damages or penalty provisions have been assessed against Polydyne Inc.

(Required: Maximum 4000 characters allowed)

9 State if the Company is a certified minority business enterprise

☐ Historically Underutilized Business (HUB) ☐ Small Disadvantaged Business Enterprise (SCBC)

☐ Disadvantaged Business Enterprise (DBE) ☐ Other

☒ This company is not a certified minority business

(Required: Check only one)

10	Conflict of Interest Disclosure A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm . The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.	
11	Conflict of Interest Questionnaire Form CIQ For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	
12	Conflict of Interest Questionnaire Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(Required: Check only one)</i>	
13	Construction Contract Construction Contract Requires Acknowledgement <input type="checkbox"/> Acknowledge <i>(Required: Check if applicable)</i>	Bid FY24-095 is for the Supply of Water & Wastewater Treatment Chemicals. Construction is not a part of this bid.
14	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.	
15	This is a <input type="checkbox"/> New Submission <input type="checkbox"/> Correction <input checked="" type="checkbox"/> Update to previous submission <i>(Required: Check only one)</i>	
16	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <hr/> William B. Stanley, Sr. Vice-President of Polydyne Inc. <hr/> <i>(Required: Maximum 1000 characters allowed)</i>	

1 7	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department <div style="border: 1px solid black; padding: 2px; margin: 5px 0;">FY24-095 Water & Wastewater Treatment Chemicals: Utilities Department</div> <small>(Required: Maximum 4000 characters allowed)</small>
1 8	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <div style="border: 1px solid black; padding: 2px; margin: 5px 0;">Polydyne Inc. is submitting a bid for FY24-095 Water & Wastewater Treatment Chemicals that was issued by the City of Laredo.</div> <small>(Required: Maximum 4000 characters allowed)</small>
1 9	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> It applies to my business <small>(Required: Check only one)</small>
2 0	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3 If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. <div style="border: 1px solid black; padding: 2px; margin: 5px 0;">Polydyne Inc. is a wholly-owned subsidiary of SNF Holding Company.</div> <small>(Optional: Maximum 4000 characters allowed)</small>
2 1	Question 5. List any individuals or entities that will be subcontractors on this contract <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> It applies to my business <small>(Required: Check only one)</small>

2 2	Question 5. List any individuals or entities that will be subcontractors on this contract
	<p>If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Optional: Maximum 4000 characters allowed)</i></p>

2 3	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract
	<p><input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> It applies to my business</p> <p><i>(Required: Check only one)</i></p>

2 4	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract
	<p>If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Optional: Maximum 4000 characters allowed)</i></p>

2 5	Question 7. Disclosure of political contributions
	<p>List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/officer of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)</p> <p><input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> It applies to my business</p> <p><i>(Required: Check only one)</i></p>

2 6	Question 7. Disclosure of political contributions
	<p>If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Optional: Maximum 4000 characters allowed)</i></p>

27	<p>Updates on contributions required</p> <p>Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.</p>
28	<p>Question 8. Disclosure of Conflict of Interest</p> <p>Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?</p> <p> <input type="checkbox"/> I am aware of conflict of interest <input checked="" type="checkbox"/> I am not aware of any conflict of interest </p> <p><i>(Required: Check only one)</i></p>
29	<p>8. Disclosure of Conflict of Interest</p> <p>If you selected I am aware of conflict of interest in question 8, please list them in this section.</p> <div style="border: 1px solid black; height: 100px; margin-top: 10px;"></div> <p><i>(Optional: Maximum 4000 characters allowed)</i></p>
30	<p>Question 9. Updates Required</p> <p>I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p> <p><i>(Required: Check if applicable)</i></p>
31	<p>Question 10. No Contact with City Officials or Staff during Contract Evaluation</p> <p>I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p> <p><i>(Required: Check if applicable)</i></p>
32	<p>Question 11. Conflict of Interest Questionnaire (CIQ)</p> <p>Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.</p> <p><input checked="" type="checkbox"/> I have acknowledge that I have been advised</p> <p><i>(Required: Check if applicable)</i></p>

**3
9** **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☒ I will comply with this form
(Required: Check if applicable)

**4
0** **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.

(b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

(c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of

issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the

City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512 Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) ANNUAL SUPPLY/SERVICE CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.

2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.

3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a) All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall

be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and P.O. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers.

Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☒ I Agree to the Terms and Conditions

(Required: Check if applicable)

<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px;">4</div> <div style="border: 1px solid black; padding: 2px; margin-right: 5px;">1</div> </div>	<p>Insurance Terms and Conditions</p> <p>INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.</p> <p>(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.</p> <p>(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.</p> <p>(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.</p> <p>(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.</p> <p>(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.</p> <p>(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.</p> <p>(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:</p> <ol style="list-style-type: none"> 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability. 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions. 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies. 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage. 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance. 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance. 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances. 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo. 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. <p>(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:</p> <ol style="list-style-type: none"> 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein. 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo. <p>(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.</p> <p>(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.</p> <p>(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.</p> <p>(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.</p> <p><input checked="" type="checkbox"/> I agree my insurance meets mininum requirements Polydyne Inc. carries insurance coverages as indicated in Section 12.0 found on page 6 of 29.</p> <p><small>(Required: Check if applicable)</small></p>
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4 Disqualification & Debarment Certification

2 DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☒ I certify to the terms and conditions
(Required: Check if applicable)

4 3	<p>Contract Requirements</p> <p>1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.</p> <p>1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD <u>A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded.</u> The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.</p> <p>1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.</p> <p>1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) **Upon Award of RFP Only**</p> <p>1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.</p> <p>1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, https://www.ethics.state.tx.us/tec/1295-Info.htm. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.</p> <p>Changes to Form 1295: Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."</p> <p><input checked="" type="checkbox"/> I have read and understand this section (Required. Check if applicable)</p>
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4	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. <input checked="" type="checkbox"/> I have read and understand this section <i>(Required: Check if applicable)</i>
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4 5	Electronic Pricing & Manual Bid Pricing *****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.***** <input checked="" type="checkbox"/> Yes <i>(Required: Check if applicable)</i>
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Bid Lines

1	Package Header Section I –Chemical Bid Price Schedule Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees *****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.***** Quantity: <u>1</u> UOM: <u>EA</u> Total: \$ 875,145.00 Supplier Notes: <u>The Total Price shown is the sum of Polydyne Inc.'s total bids for Package Lines 1.8, 1.9, 1.12 and 1.13.</u> <div style="display: flex; justify-content: flex-end; margin-top: 10px;"> <input type="checkbox"/> No bid <input type="checkbox"/> Alternate specification <i>(Attach separate sheet)</i> <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i> </div> Package Items 1.1 Liquid Sodium Hydroxide (50%) Average order (47,000 lbs.) Quantity: <u>9</u> UOM: <u>Bulk (lbs)</u> Price: \$ Total: \$ Supplier Notes: _____ <div style="display: flex; justify-content: flex-end; margin-top: 10px;"> <input checked="" type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i> </div>
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1.2

Liquid Sodium Hydroxide (50%)

Average order (275 Gal. Tote)

Quantity: 9 UOM: 275 Gallon Tote (Gallon) Price: \$ Total: \$

Supplier Notes: _____

☒ No bid☐ Additional notes
(Attach separate sheet)

1.3

Liquid Sodium Hydroxide (25%)

Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) Price: \$ Total: \$

Supplier Notes: _____

☒ No bid☐ Additional notes
(Attach separate sheet)

1.4

Calcium Hypochlorite

Average order (40 drums)

Quantity: 90 UOM: 100 lb. Drums Price: \$ Total: \$

Supplier Notes: _____

☒ No bid☐ Additional notes
(Attach separate sheet)

1.5

Liquid Chlorine

Average order (2,000 lbs. cylinders)

Quantity: 1120 UOM: 2000 lb. Cylinder Price: \$ Total: \$

Supplier Notes: _____

☒ No bid☐ Additional notes
(Attach separate sheet)

1.6

Liquid Chlorine

Average order (150 lbs. cylinders)

Quantity: 630 UOM: 150 lb Cylinder Price: \$ Total: \$

Supplier Notes: _____

☒ No bid☐ Additional notes
(Attach separate sheet)

1.7

Liquid Aluminum Sulfate (50%)

Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs) Price: \$ Total: \$

Supplier Notes: _____

☒ No bid☐ Additional notes
(Attach separate sheet)

1.8

Cationic Polymer

Average order (45,000 lbs.)

Quantity: 10 UOM: Bulk (lbs.) Price: \$ 40,050.00 Total: \$ 400,500.00Supplier Notes: Polydyne Inc. is bidding \$0.890/Lb. for Clarifloc C-308P. The price for a 45,000 Lb. bulk shipment is \$40,050.00. The price for 10 bulk deliveries is \$400,500.00.☐ No bid☐ Additional notes
(Attach separate sheet)

1.9

Anionic Polymer

Average order (270 Gal. Tote)

Quantity: 10 UOM: 270 Gallon Tote (Gallon) Price: \$ 3,657.00 per Tote Total: \$ 36,570.00Supplier Notes: Polydyne Inc. is bidding \$1.590/ Pound for Clarifloc A-210P. This Product is supplied in 2,300 Pound Totes.☐ No bid☐ Additional notes
(Attach separate sheet)

1.10

Liquid Ammonium Sulfate

Average order (50,000 lbs.)

Quantity: 50 UOM: Bulk (lbs.) Price: \$ Total: \$

Supplier Notes: _____

☒ No bid☐ Additional notes
(Attach separate sheet)

1.11

Liquid Aluminum Sulfate with 1% Copper Sulfate

Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs.) Price: \$ Total: \$

Supplier Notes: _____

☒ No bid☐ Additional notes
(Attach separate sheet)

1.12

Wastewater Polymer

Average order (25,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.) Price: \$ 44,250.00 Total: \$ 398,250.00

Supplier Notes: Polydyne Inc. is bidding \$1.770/Lb. for Clarifloc CE-1073. The cost of a 25,000 Lb. bulk shipment is \$44,250.00. The price for 9 of these shipments is \$398,250.00.

☐ No bid
☐ Additional notes
(Attach separate sheet)

1.13

Wastewater Polymer

Average order (55 Gal. drums)

Quantity: 50 UOM: 55 gallon drum Price: \$ 796.50 per drum Total: \$ 39,825.00

Supplier Notes: Polydyne Inc. is bidding \$1.770/Lb. for Clarifloc C-6266. This product is shipped in 450 pound drums.

☐ No bid
☐ Additional notes
(Attach separate sheet)

1.14

Liquid Ammonium Sulfate (38%-40%)

Average order (48,000 lbs.)

Quantity: 50 UOM: Bulk (lbs.) Price: \$ Total: \$

Supplier Notes: _____

☒ No bid
☐ Additional notes
(Attach separate sheet)

Supplier Information

Company Name: Polydyne Inc.

Contact Name: Boyd Stanley, Sr. Vice-President

Address: One Chemical Plant Rd.

Riceboro, GA 31323

Phone: (800) 848-7659 Option 2

Fax: (912) 880-2078

Email: bids@polydyneinc.com

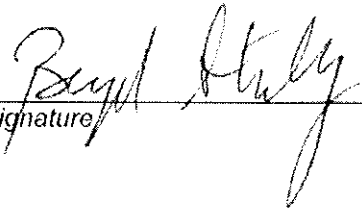
Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Boyd Stanley, Sr. Vice-President

Print Name

Signature



CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-A) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Boyd Stanley, Sr. Vice-President of Polydyne Inc.

2 ☒ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A, No such relationships exist.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

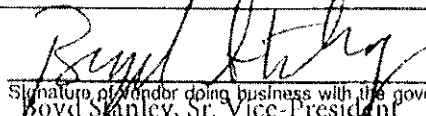
☐ Yes☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity
Boyd Stanley, Sr. Vice-President

07/31/24

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CITY OF LAREDO
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit
Georgia

AFFIDAVIT

STATE OF ~~TEXAS~~ {}
COUNTY OF ~~WEBB~~ {}

Liberty

Boyd Stanley

Being first duly sworn, deposes and says:

That he/she is Sr. Vice-President of the firm of Polydyne Inc.
(a Partner or officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.

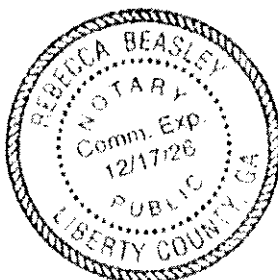
Boyd Stanley
Signature of
Bidder, if the Bidder is an individual
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 31st day of July 2024.

Rebecca Beasley
Notary Public

My commission expires:

My Commission Expires
December 17, 2026



Line #	Description	QTY	UOM	Chemrite, Inc.			DPC Industries, Inc.			G2D Technologies LLC			Polyvne Inc.			Chemtrade Chemicals US LLC			Brenntag Southwest, Inc.		
				Total Price	Unit	Extended	Total Price	Unit	Extended	Total Price	Unit	Extended	Total Price	Unit	Extended	Total Price	Unit	Extended	Total Price	Unit	Extended
1	Section 1 Chemical Bid Price Schedule Note: Unit Price shall include Freight charges, Fuel charges, and HAZ-Mat Fees																				
1.1	Liquid Sodium Hydroxide (50% Average order) (47,000 lbs.) Bulk (lbs.)	3	EA	\$14,100.00	No Bid	\$14,100.00	\$159,030.00	No Bid	\$159,030.00	\$671,865.00	No Bid	\$671,865.00	\$837,686.00	No Bid	\$837,686.00	\$1,188,832.50	No Bid	\$1,188,832.50	\$2,803,386.00	No Bid	\$2,803,386.00
1.2	Liquid Sodium Hydroxide (50% Average order) (3,500 gallons.) 275 Gallon Tote (Gallon)	5		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.3	Liquid Sodium Hydroxide (25% Average order) (47,000 lbs.) Bulk (lbs.)	2		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.4	Calcium Hypochlorite Average order (40 drums)	68		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.5	Liquid Chlorine Average order (400 cylinders)	540		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.6	Liquid Chlorine Average order (180 cylinders)	540		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.7	Liquid Chlorine Average order (180 cylinders)	540		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.8	Liquid Aluminum Sulfate (50% Average order) (47,000 lbs.) Bulk (lbs.)	75		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.9	Carboxyl Polymer (C308) Average order (45,000 lbs.) Bulk (lbs.)	10		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.10	Anionic Polymer (Clarifloc 110) Average order (8 totes)	3		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.11	Liquid Ammonium Sulfate Average order (50,000 lbs.) Bulk (lbs.)	27		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.12	Liquid Aluminum Sulfate with 2% Copper Sulfate Average order (50,000 lbs.) Bulk (lbs.)	60		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.13	Wastewater Polymer Average order (35,000 lbs.) Bulk (lbs.)	5		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.14	Wastewater Polymer Average order (30 drums)	40		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1.15	Liquid Ammonium Sulfate (38%-40%) Average order (200 tons)	250	Ton	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

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1
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CITY OF LAREDO
PURCHASING DIVISION

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Polydyne Inc.
Riceboro, GA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Laredo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
FY24-095 Water & Wastewater Treatment Chemicals

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Boyd Stanley
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Boyd Stanley, Sr. Vice-President, this the 31st day of July, 2024, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

*****Form does not need to be notarized*****

INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE [Form CIQ]

Chapter 176 of the Texas Local Government Code requires vendors who wish to conduct business or be considered for business with a city to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (Form CIQ).

Who must complete and filed CIQ form?

Every vendor doing business with the City or seeking to do business with the City must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.

Who is a vendor?

The term "vendor" includes a partnership, corporation or other legal entities, including those performing professional services. Partnerships or corporations act through individuals, but it is the partnership or corporation that is doing business with or seeking to do business with the City.

If the vendor seeking to do business with the City is a sole proprietorship, then just the name of the person who is the vendor is needed.

What triggers the requirement to file the Form CIQ?

When a vendor (or an agent of the vendor) begins (1) contract discussions or negotiations with the city or (2) submits an application, quote, response to request for proposals or bids, or anything else that could result in an agreement (contract or purchase order) with the City, Form CIQ must be completed. Whether the vendor initiates the discussion or the City initiates the discussions, Form CIQ must be completed. The monetary amount or value of the contract/purchase does not matter. The contract or purchase may involve the sale or purchase of property, goods, or services with the City of Laredo

When does a conflict requiring disclosure exist? What has to be revealed?

- A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the City of Laredo and the vendor:
 - (1) has an employment or other business relationship with an officer of the City of Laredo, or a family member of an officer, that results in taxable income exceeding **\$2,500** during the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered; or
 - (2) has given an officer of the City of Laredo, or a family member of an officer, one or more gifts with the aggregate value of more than **\$100** in the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered
 - (3) has a family relationship with an officer of the City of Laredo.

What family relationships create a conflict?

A "family member" is a person related to another person within the first degree by consanguinity (blood) or affinity (marriage), as described by Subchapter B, Chapter 573, Texas Government Code. The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

Who are officers of the City of Laredo?

Officers are the members of the Laredo City Council, the City Manager, and any agent or employee who exercises discretion in the planning, recommending, selecting, or contracting with a vendor. An agent may include engineers and architects, as well as others, who assist the City in making a decision on some contract or purchase.

When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the vendor: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment or other business relationship with an officer or family member of the officer that the vendor (i) has made one or more gifts of more than \$100 or (ii) has a family relationship with.

How do I go about filling out the Conflict of Interest Questionnaire form?

Section 1: Fill in the full name of the **person or company** who is trying to do business with the City. If the "person" is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ. If a sole proprietorship, then just the name of the individual is needed. If the "person" is an individual acting as an agent for some other person or a company, then it is the agent's name. **Any time an agent is involved, two FORM CIQs must be completed and submitted:** one for the agent, and one for the person or company that the agent acted for. The agent's FORM CIQ must note the vendor that the agent acted for.

Section 2: Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Laredo or begins contract discussions or negotiations with the City.

Section 3: Insert the name of the City of Laredo officer with whom there is an affiliation to or business relationship. If there is more than one City officer with whom there is an affiliation or business relationship, a separate form should be completed for each officer.

Section 4: Check the "Yes" or "No" box in Section 4 A or B.

4.A: State whether the officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.

4.B: State whether the vendor receives or is likely to receive taxable income, other than investment income, from or at the direction of the officer named on the form AND the taxable income is not received from the City.

Section 5: Describe each employment or business relationship with the local government officer named on the form.

Section 6: Check box to acknowledge gifts made that require disclosure.

Section 7. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form.

A copy of Chapter 176 of the Texas Local Government Code can be found at:

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

This includes the vendor name even if a conflict does not exist

1 Name of vendor who has a business relationship with local governmental entity.

Insert name of vendor seeking to do business with the City of Laredo

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Insert name of officer with whom there is business, employment or family relationship. If no conflict, insert N/A.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

Complete A-B if a conflict exist

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

Identify and describe the relationship, if applicable

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature required -- so sign and date, even if no conflict

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Boyd Stanley, Sr. Vice-President of Polydyne Inc.

2 ☒ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A, No such relationships exist.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

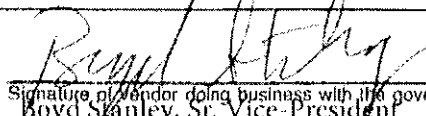
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of Vendor doing business with the governmental entity
Boyd Stanley, Sr. Vice-President

07/31/24

Date

CITY OF LAREDO
PURCHASING DIVISION



***CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS***

**WATER & WASTEWATER TREATMENT CHEMICALS
UTILITIES DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on August 8, 2024**; and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY24-095**

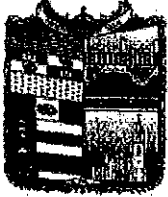
Bids can be downloaded and submitted through Cit-E-Bid:

<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:

**City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040**

CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Bids and other contract provisions for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through <https://cityoflaredo.ionwave.net/Login.aspx> Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on August 8, 2024, and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Water & Wastewater Treatment Chemicals -- Utilities Department
FY24-095**

Bids can be downloaded and submitted through **Hand Delivered:**
Cit-E-Bid:

<https://cityoflaredo.ionwave.net/Login.aspx>

City of Laredo -- City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 19th DAY OF JULY 2024.

for: Angelica Arispe
Mario I. Maldonado Jr.
City Secretary

CITY OF LAREDO
PURCHASING DIVISION

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

**CITY OF LAREDO
PURCHASING DIVISION**

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO PURCHASING AGENT

5512 Thomas Ave,
Laredo, TX 78041

or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

CITY OF LAREDO
PURCHASING DIVISION

9.0 INTENT OF CONTRACT

- a) **ANNUAL SUPPLY/SERVICE CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be **awarded by items** to the **(lowest responsive responsible bidder or bidders)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is: *"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."*
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) **Title & Risk of Loss:** The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 3. The contractor makes an unauthorized assignment for the benefit of any contractor.
- Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and
PO. Box 210
Laredo, Texas 78042.

**CITY OF LAREDO
PURCHASING DIVISION**

- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact:
Jorge J. Jolly,
Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St.
Laredo, TX 78040.

12.0 INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Pollution Liability insurance with minimum limits of \$1,000,000.00 per occurrence.
- (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 - 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
 - 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
 - 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
 - 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

CITY OF LAREDO
PURCHASING DIVISION

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
- (j) **Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**
- (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
- (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

**CITY OF LAREDO
PURCHASING DIVISION**

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

CITY OF LAREDO
PURCHASING DIVISION

Formal Invitation for Bids
Water & Wastewater Treatment Chemicals

15.0 Scope of Work

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

- 15.1 The City of Laredo Water & Wastewater Department is requesting bids for the enclosed list of chemicals. All specification questions for this bid shall be directed to the following Utilities Department point of contacts:

Wastewater Treatment - Mr. Tomas Hernandez at (956) 721-2022 or by email thernandez@ci.laredo.tx.us or
Mr. Daniel Villagran, at (956) 721-2022 or by email dvillagran@ci.laredo.tx.us

Water Treatment – Mr. Rolando San Miguel at (956) 795-2620 or by email rsanmiguel2@ci.laredo.tx.us or
Mr. Erik D. Taboada at (956) 795-2620 or by email etaboada@ci.laredo.tx.us

- 15.2 All questions for this bid shall be submitted through Cit-E-Bid no later than 2:00 PM July 26, 2024.
- 15.3 The quantities listed on the attached sheets are approximate quantities for the period of one year.
- 15.4 The City of Laredo reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to the City of Laredo.
- 15.5 The City of Laredo reserves the right to cancel contract upon thirty (30) days written notice if bidder fails to conform to the terms and conditions as stated in these specifications.
- 15.6 Prospective bidders must prove beyond any doubt to the City Purchasing Agent that they are duly qualified and capable to fulfill and abide by the specifications herein listed.
- 15.7 Bidders are required to submit their proposals upon the following expressed conditions:
When contractors cannot abide by the terms and conditions in fulfilling their contracts, contractor must supply the materials from other sources at the contract price. If contractor delays in providing the service or supplies, i.e., chemicals, the City of Laredo reserves the right to purchase on the open market and charge the contractor the difference between the contract price and the purchase price.
- 15.8 All chemicals in bidder's specifications must comply with contract and are to be equal to or better in all respect.
- 15.9 All chemicals will be purchased on a per-need basis. Purchase orders will be issued to the successful bidder for each order. All invoices must have purchase order number and authorized signature to process for payment.
- 15.10 All chemicals purchased by the City of Laredo, for Water and Wastewater Department must comply with all government state and federal regulations. Except for chemicals used specifically in wastewater applications, the successful bidder shall submit an affidavit of compliance with all pertinent A.W.W.A. specifications.
- 15.11 Bid price shall be given per pound or per gallon of product, **FOB freight included**, Laredo, Texas.
Where applicable, bidders shall state the product concentration as well as the active ingredient concentration, if different from that specified. For bid evaluation purposes the City reserves the right to recalculate the price of the chemical to reflect the specified concentrations.

**CITY OF LAREDO
PURCHASING DIVISION**

- 15.12 Method of delivery shall have all necessary safety equipment, appropriate unloading equipment, and sufficient manpower to provide for proper unloading of product and materials without the assistance of City of Laredo personnel. Unloading of chemical units will be the sole responsibility of the company delivery personnel and the delivery company will be liable for any damages to City property.

Ship to Locations: Jefferson Water Treatment Plant, El Pico Water Treatment Plant, Zacate Wastewater Treatment Plant, Unitec WWTP, Penitas WWTP, Lar-Colombia WWTP, South Laredo WWTP and the North Laredo WWTP. Addresses will be provided upon award of contract.

- 15.13 Should a major spill occur due to the negligence of the person in charge of delivering the product, all costs of product lost from shipment (or any amount lost from storage tanks should they be affected) will be encumbered by the product supplier, namely the awarded vendor.

16.0 DEFINITIONS

- 16.1 Buyer - The City of Laredo, Purchasing Division is herein called the buyer.

- 16.2 Supplier - The company from which chemicals will be purchased is hereinafter called the supplier.

- 16.3 ANSI/NSF - American National Standards Institute/National Sanitation Foundation. Standard 60 shall apply to all chemicals to be directly added to public water supplies. Standard 61 shall apply to all chemicals to be indirectly added to public water supplies.

17.0 Chemical Specifications

- 17.1 Liquid Sodium Hydroxide (NaOH) 50% Concentration (Water Treatment Plants)

Chemical Composition

Liquid sodium hydroxide (NaOH) shall have a concentration of 50% in weight and comply with the latest edition of ANSI/AWWA B501-19 Standard for Caustic Soda.

Liquid sodium hydroxide 50% concentration offered in this proposal is in complete compliance with current City of Laredo Standards and Specifications.

Net unit price of Liquid sodium hydroxide 50% concentration offered in this bid shall be firm for a period of one year.

- 17.2 Calcium Hypochlorite (CaCl₂O₂) (Wastewater Treatment Plants)

This specification covers Calcium Hypochlorite to be used as a disinfectant in the treatment of wastewater.

General Requirements: Except as otherwise modified or supplemented herein, material furnished shall meet the latest edition of ANSI/AWWA B300-18 Standard. Calcium Hypochlorite should contain 70 percent available chlorine.

Net price of Calcium Hypochlorite must include any Haz Mat fees and any other associated fees required to meet State and Federal codes.

Delivery will be made in truckloads of 100 lb. containers as required by City of Laredo, Water & Wastewater Department. The City will consider buying HTH in 50 lb. containers if available. Write in any other size proposed.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapters, rear hydraulic elevators, etc.) Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

CITY OF LAREDO
PURCHASING DIVISION

Calcium Hypochlorite offered in this proposal is in complete compliance with current Laredo Water & Wastewater Department Standards and Specifications.

Net unit price of Calcium Hypochlorite offered in this bid shall be firm for a period of one year.

17.3 **Liquid Chlorine (Cl) (Water Treatment Plants & Wastewater Treatment Plants)**

Liquefied Chlorine shall meet the latest edition of ANSI/AWWA B301-18 Standard for liquid chlorine and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede.

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications contained herein or any shipment that has been damaged in transit.

Successful bidder is responsible to safely unload full cylinders and load empty cylinders.

Successful bidder will be required to furnish Liquefied Chlorine in one-ton containers and keep an inventory of not less than 16 full one-ton containers at all times for delivery to the Laredo Waterworks System at Laredo, Texas within 24 hours in case of emergency.

Successful bidder will deliver one-ton containers in a self-unloading trailer and the City shall have the option of splitting the load among various locations where chlorine is used.

Successful bidder shall periodically inspect one-ton containers and furnish evidence of such inspection. Provide pressure test results certification for all cylinders delivered to Utilities Divisions / Facilities. Cylinders shall be painted on the outside with aluminum paint.

The successful bidder will be required to abide by the rules and regulations of the Wastewater Treatment Plant's Accidental Release and Prevention Program (USEPA 40 CFR 68 – Chemical Accident Prevention Provisions)

Net price of Liquid Chlorine must include any rental of equipment fees, Haz Mat fees, and any other associated fees required to meet State and Federal Codes.

Net unit price of Liquid Chlorine offered in this bid shall be firm for a period of one year.

Note: Bidder must bid on the same commodity in 150 lb. bottles (see price schedule)

17.4 **Liquid Aluminum Sulfate ($Al_2O_3 \cdot 12S_3$) 50% (Water Treatment Plants)**

Liquid Aluminum Sulfate shall have a concentration of 50% by weight and comply with latest edition of ANSI/AWWA B403-16 and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide only. Aluminum trihydroxide recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from any odors.

The material shall meet the following chemical and physical properties:

Aqueous solution of aluminum sulfate

10043-01-3 (C.A.S.)

pH (neat)

1.4-2.6

Specific Gravity @ 21° C (70° F)

1.30-1.35

Freezing Point (approx.)

-16°C (4°F)

Density, lbs./gal., US

10.8-11.3

Aluminum as Al, %

4.2-4.5

Aluminum as Al_2O_3 , %

8.0-8.4

Aluminum as $Al_2(SO_4)_3 \cdot 14H_2O$ (Dry Alum), %

46-49

CITY OF LAREDO
PURCHASING DIVISION

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications, consistency, or appearance contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with ANSI/AWWA B403-16 Standard plus an analysis data sheet of the product as reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the city of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

17.5 Cationic Polymer (Water Treatment Plants)

Chemical Composition

The cationic polymer shall contain 20% dimethyl diallyl ammonium chloride as the active ingredient such as the CAT FLOC T manufactured by Calgon Com

The cationic polymer furnished shall be suitable for treatment of water for human consumption. Pertinent documentation shall be presented to prove the non-toxic nature of the product.

Bidders must state the shelf life of the product when exposed to the elements as in the case of an outdoor fiberglass storage tank. The City of Laredo will take shipments of 48,000 pounds at a time. Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adaptors, rear hydraulic elevators, etc.)

Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

For evaluation purposes the City reserves the right to bench-test the polymers to determine their performance relative to all others. Performance shall be based on residual turbidity for a conventional jar test, under the raw water characteristics prevailing at the time of testing.

Net unit prices of cationic polymer offered in this bid shall be firm for a period of one year.

17.6 Wastewater Sludge Conditioning Polymers (Wastewater Treatment Plants)

Organic polymer, synthetic, high molecular weight, water soluble electrolytes, manufactured specifically for use in flocculants in conditioning wastewater sludge for belt filter press applications. Polymer shall be a dispersion/emulsion readily and completely soluble in water. The polymer must maintain minimum ninety percent (90%) strength for up to six months after delivery. Physical and chemical characteristics shall not change during this period.

Net unit prices of sludge conditioning polymers offered in this bid shall be firm for a period of one year.

**CITY OF LAREDO
PURCHASING DIVISION**

Pre-qualification - The City reserves the right to pre-qualify any and all products offered for this bid. Bidders will be required to perform jar testing using their recommended product and provide the testing results to owner. In addition, bidders must provide desired chemical in five gallon pails for in-house testing. At the City's desire, a pilot test or full-scale test shall be conducted to determine the most advantageous product for the City. Should product testing become necessary, the City will prepare and will issue guidelines and additional requirements.

Shipping:

- A. The polymer shall be shipped via tank trucks with a minimum loading of 2000 gallons and a maximum loading of 5000 gallons per shipment.
- B. The City Of Laredo reserves the option of shipment in 55 gallons drums or by the truck loads.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapter, rear hydraulic elevators, etc.) unloading will be the sole responsibility of the truck driver and any damages to the City property caused by the negligence of the driver will be charged to the successful bidder. Pricing shall be F.O.B., City of Laredo Southside and North Laredo Wastewater Treatment Plants.

17.7 Anionic Polymer (Water Treatment Plants & Wastewater Treatment Plants)

Chemical to be used in wastewater for odor control is to be shipped and received in 270 gallon totes.

Must meet the American Water Works Association specifications; latest standard version. Anionic Polymer shall contain a liquid physical state (straw colored liquid), with a boiling point of 100 degrees C and a specific gravity (H₂O=1)—1.02 – 1.04. The truck driver shall perform the unloading and transfer of the chemical into specialized storage tanks without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from that shipment (or any amount lost from storage tanks) and/or any soil remediation requirements affected will be encumbered by the product supplier, namely the successful bidder.

Net unit prices of anionic polymer offered in this bid shall be firm for a period of one year.

17.8 Liquid Ammonium Sulfate (H₃N₂O₄S) (Water Treatment Plants)

The material shall be commonly known as Liquid Ammonium Sulfate (LAS). The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion resistant materials. ANSI/AWWA B302-16 Standard for Ammonium Sulfate and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede. The material shall be provided with Affidavit of Compliance or Certified Analysis as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance to NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects.

The material shall meet the following chemical and physical properties:

Weight % dry salt.....38-40
% available ammonia.....10%
Specific Gravity.....1.20-1.23
pH.....2.0-5.0
Soluble Iron.....<30 mg/l
Insoluble Matter.....<0.01 wt%
Freeze Point.....<10 deg. F

Appearance.....Clear, colorless to faint yellow

Liquid ammonium sulfate shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the ammonium sulfate.

CITY OF LAREDO
PURCHASING DIVISION

The vendor shall conduct training classes in the handling and safety of Liquid Ammonium Sulfate at the plant site, at the request of the Plant Superintendent. The training shall meet all of the requirements of the Hazard Communications Act.

Packaging and shipping of Liquid Ammonium Sulfate shall be in accordance with current federal, state and local regulations. The tanks shall be suitable materials that will not be affected by the properties of the liquid. Tank trucks shall be in suitable condition for hauling liquid ammonium sulfate and shall not contain any substances that might affect the use or usefulness of the product in treating water for human consumption.

Copies of certified lab showing compliance with all listed specifications shall be provided with each order of product. A current copy of the NSF/ANSI Standard 60 certificate shall be included in the bid packet for the product described. Additionally, each bill of lading shall bear the NSF Stamp.

Net unit prices of liquid ammonium sulfate offered in this bid shall be firm for a period of one year.

17.9 Liquid Aluminum Sulfate 50% with 1% Copper Sulfate (Water Treatment Plants)

Liquid Aluminum Sulfate with 1% Copper Sulfate shall have a concentration of 50% by weight and comply with the latest edition of ANSI/AWWA B403-16 Standard for Aluminum Sulfate and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide (ATH) only. Aluminum trihydroxide (ATH) recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from all odors.

The material shall meet the following chemical and physical properties:

Aluminum sulfate mixture

10043-01-3 / 7758-99-8 (C.A.S.)

pH (neat)	2.4-2.7
Specific Gravity @ 21° C (70° F)	1.29-1.32
Freezing Point (approx.)	-16°C (3°F)
Density, lbs./gal., US	10.8-11.0
Aluminum as Al, %	4.1-4.3
Aluminum as Al ₂ O ₃ , %	7.7-8.1
Copper (II) Sulfate Pentahydrate, %	0.8-1.2
Soluble Cupric Iron (CU +2), %	0.20-.31

- Needs to be EPA Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) Certification (EPA Website)
- Needs to ship from Texas
- Must respond within 48 hours
- Must be able to have same day and overnight shipping
- Aluminum Sulfate shall be made from Hydrate Alumina. Bauxite Aluminum Sulfate will not be accepted

The City of Laredo shall have the right to reject any shipment that fails to meet the requirements and specifications contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with all pertinent and latest edition AWWA Standards plus an Affidavit of Compliance and analysis data sheet of the product as

CITY OF LAREDO
PURCHASING DIVISION

reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the City of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

18.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

19.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

20.0 Award of Contract

This contract will be awarded by items to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

CITY OF LAREDO
PURCHASING DIVISION

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

20.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

21.0 Price Adjustment*****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to ealdape@ci.laredo.tx.us

22.0 Termination

This contract shall be for an initial period of two years or twenty-four months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party: Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

23.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Company Information Questionnaire

Conflict of Interest Questionnaire

Non-Collusive Affidavit

Discretionary Contract Disclosure

Form 1295

CITY OF LAREDO
PURCHASING DIVISION

24.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) Polydyne Inc.

Signature  Date 07/31/24
of person authorized to sign bid

Print Name Boyd Stanley
of person authorized to sign bid

Title: Sr. Vice-President

Business Address: One Chemical Plant Rd.

City, State, Zip Code: Riceboro, GA 31323

Telephone Number: (800) 848-7659 Option 2 Fax Number: (912) 880-2078

Contact Person Email Address: bids@polydyneinc.com

Federal Tax ID Number: 34-1810283

Bidders Principal/Corporate Place of Business Address: One Chemical Plant Rd., Riceboro, GA 31323

Indicated Status of Business:

Corporation ☒ Partnership ☐ Sole Proprietorship ☐ Other: ☐

If other state business status: _____

State how long under its present business name: 29 years

If applicable, list all other names under which the Business identified above operated in the last five years.

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes No

CITY OF LAREDO
PURCHASING DIVISION

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / ☒ No.

Is any litigation pending against the Business? Yes / ☒ No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / ☒ No.
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / ☒ No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / ☒ No.

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / ☒ No.

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / ☒ No.

Is the Business in arrears in any contract or debt? Yes / ☒ No.

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / ☒ No.

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / ☒ No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes ☒ No ☒ Disadvantaged Business Enterprise (DBE): Yes ☒ No ☒

Small Disadvantaged Business Enterprise (SDBC) Yes ☒ No ☒ Other: Please specify

This company is not a certified minority business: ☒

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

**CITY OF LAREDO
PURCHASING DIVISION**

25.0 Tab B Price Schedule

25.1 Section J: Chemical Bid Price Schedule -- Unit price must include freight charges, fuel charges, and HAZ-MAT fees.

Item	Chemical	Unit of Measure	Est./Qty./Year	Unit Price	Ext. Price
1	Liquid Sodium Hydroxide (50%)	47,000 Lbs.	9	\$ No Bid	\$
2	Liquid Sodium Hydroxide (50%)	275 Gal. Tote	9	\$ No Bid	\$
3	Liquid Sodium Hydroxide (25%)	47,000 Lbs.	9	\$ No Bid	\$
4	Calcium Hypochlorite	100 Lbs. Drum	90	\$ No Bid	\$
5	Liquid Chlorine	2,000 lbs. Cylinder	1,120	\$ No Bid	\$
6	Liquid Chlorine	150 lbs. Cylinder	630	\$ No Bid	\$
7	Liquid Aluminum Sulfate (50%)	48,000 Lbs.	145	\$ No Bid	\$
8	Cationic Polymer (C-308)	45,000 Lbs.	10	\$ 40,050.00	\$ 400,500.00
9	Anionic Polymer Clarifloc A-210P	270 Gal. Tote	10	\$ 3,657.00/tote	\$ 36,570.00
10	Liquid Ammonium Sulfate	50,000 Lbs.	50	\$ No Bid	\$
11	Liquid Aluminum Sulfate with 1% Copper Sulfate	48,000 Lbs.	145	\$ No Bid	\$
12	Wastewater Polymer Clarifloc CE 1073	25,000 Lbs.	9	\$ 44,250.00	\$ 398,250.00
13	Wastewater Polymer Clarifloc C-6266	55 Gallon Drum	50	\$ 796.50 / drum	\$ 39,825.00
14	Liquid Ammonium Sulfate (38%-40%)	48,000 lbs.	50	\$ No Bid	\$

Company Name: Polydyne Inc.

Owner/President Name: John Pittman, President

Company Address: One Chemical Plant Rd.

City, State, Zip Code: Riceboro, GA 31323

Company Authorized Representative's Signature: Boyd Stanley, Sr.

Company Representative's Name: Boyd Stanley, Sr. Vice-President

Signature on this form indicates agreement with "Instructions to Bidder -- General Terms and Conditions, pricing and all specifications listed on this document."

*****If the bidder submits both an electronic bid and a properly completed manual bid, *the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.* If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.*****

CITY OF LAREDO
PURCHASING DIVISION

26.0 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from
[http://www.ethics.state.tx.us/whatsnew/conflict forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict%20forms.htm).

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
 2. **Council Members**
 3. **City Manager**
 4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
 5. **Members of the Planning and Zoning Commission.**
 6. **Members of the Board of Adjustments**
 7. **Members of the Building Standards Board**
 8. **Parks & Leisure Advisory Committee Member,**
 9. **Historic District Land Board Member,**
 10. **Ethics Commission Board Member,**
 11. **The Board of Commissioners of the Laredo Housing Authority**
 12. **The Executive Director of the Laredo Housing Authority**
 13. **Any other City of Laredo decision making board member**
- If additional information is needed please contact the Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

☒ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Boyd Stanley, Sr. Vice-President

Name

Signature

07/31/24

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

Boyd Stanley

2

☒ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

N/A, No such relationships exist.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Boyd Stanley, Sr. Vice-President

07/31/24

Date

CITY OF LAREDO
PURCHASING DIVISION
AFFIDAVIT

27.0 Non-Collusive Affidavit

Project:

Form of Non-Collusive Affidavit

Georgia

AFFIDAVIT

STATE OF ~~TEXAS~~ {}

COUNTY OF ~~WEBB~~ {}

Liberty

Boyd Stanley

Being first duly sworn, deposes and says:

That he/she is Sr. Vice-President of the firm of Polydyne Inc.
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of:

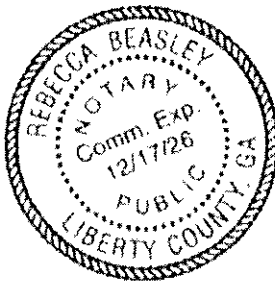
~~Bidder, if the Bidder is an individual~~
~~Partner, if the Bidder is a Partnership~~
~~Officer, if the Bidder is a Corporation~~

Subscribed and sworn before me this 31st day of July 2024

Notary Public

My commission expires:

My Commission Expires
December 17, 2026



CITY OF LAREDO
PURCHASING DIVISION

28.0 Discretionary Contracts Disclosure



City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.

*This is a ___ New Submission or ___ Correction or ☒ Update to previous submission.

*1. Name of person submitting this disclosure form.

William	B.	Stanley	
First	M.I.	Last	Suffix

*2. Contract Information.

a) Contract or Project name(s):

FY24-095 Water & Wastewater Treatment Chemicals

b) Originating Department(s): Utilities Department

*3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)

Polydyne Inc.			
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

*4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. Please see attached "Polydyne Inc. General Information" sheet.

POLYDYNE INC

CERTIFICATE OF RESOLUTIONS

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

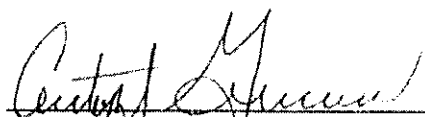
RESOLVED, that Boyd Stanley, René Pich, John Pittman, Mark Schlag, Bobby Wise and Ken Luke be and hereby are authorized, empowered and directed to bid, in the name of and on behalf of the Corporation, upon such municipal projects as he may deem appropriate; and further

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

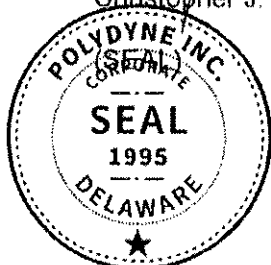
RESOLVED, that any Officer of the Corporation be and hereby is authorized and empowered, and to the extent necessary or advisable, directed, to attest the execution of any document executed pursuant to these resolutions, and to affix the seal of the Corporation thereto, and to certify under seal to any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

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

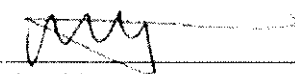
IN WITNESS WHEREOF, the undersigned has signed this Certificate of Resolutions with effect this 8th day of January 2020.



Christopher J. Gannon, Secretary



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



Mark Schlag
Vice President Finance, Assistant Secretary & Treasurer
Date: 7/31/2024

**Polydyne Inc.
General Information**

Federal Identification No. 34-1810283

State of Incorporation: Delaware

Date of Incorporation: August 21, 1995

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

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

Board of Directors

John Pittman

Officers

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

***Authorized Signers-Non Officers**

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

Ownership Disclosure

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

CITY OF LAREDO
PURCHASING DIVISION

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Name of partner, parent, or subsidiary business entity(ies):

***5. List any individuals or entities that will be subcontractors on this contract.**

☒ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors:

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

**CITY OF LAREDO
PURCHASING DIVISION**

☐ List of contributors:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:

***Acknowledgements**

☒ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☒ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

CITY OF LAREDO
PURCHASING DIVISION

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☒ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Boyd Stanley
Name (Print)

Signature

Title **Sr. Vice-President**

Polydyne Inc.

07/31/24

Company or DBA

Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

CITY OF LAREDO
PURCHASING DIVISION

29.0 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tcc/1295-Info.htm>.

Implementation of House Bill 1295

29.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

29.2 Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

*******Form does not need to be notarized*******

CITY OF LAREDO
PURCHASING DIVISION

30.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on August 8, 2024; and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY24-095**

Bids can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

or

Hand Delivered:

City of Laredo - City Secretary
C/O Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Polydyne Inc.
Riceboro, GA United States

Certificate Number:
2024-1194806

Date Filed:
07/31/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Laredo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FY24-095
Water & Wastewater Treatment Chemicals

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



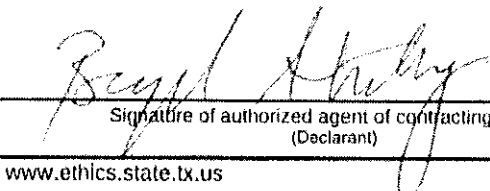
6 UNSWORN DECLARATION

My name is Boyd Stanley, and my date of birth is April 10, 1960

My address is 113 Sir Edward Teach Rd. Midway GA 31320 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Liberty County, State of Georgia, on the 31st day of July, 2024
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EPIC Insurance Brokers & Consultants 1140 Avenue of the Americas - 8 th Floor New York, NY 10036	CONTACT Andrea Kim NAME: PHONE 212.293-6203 FAX 212.488.0220 (A/C, No, Ext): E-MAIL andrea.kim@epicbrokers.com ADDRESS:
INSURED Polydyne Inc. One Chemical Plant Road PO Box 250 Riceboro GA 31323	INSURER(S) AFFORDING COVERAGE INSURER A: IRONSHORE SPECIALTY INSURANCE COMPANY NAIC # 25445 INSURER B: HARTFORD FIRE INSURANCE COMPANY 19682 INSURER C: HARTFORD ACCIDENT AND INDEMNITY COMPANY 22357 INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		IEPICB5ZFB004	12/31/2023	12/31/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		10ABR30602	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION\$			IEELCASB5ZFD004	12/31/2023	12/31/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	Y	10WNR30600	12/31/2023	12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	POLLUTION LIABILITY	Y		IEPICB5ZFB004	12/31/2023	12/31/2024	LIMIT: \$1,000,000 DEDUCTIBLE: \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Laredo is included as an Additional Insured with respect to General Liability and Automobile Liability as required by written contract and in accordance with the provisions of the policy. Waiver of Subrogation is included under Workers Compensations as required by written contract. Insurance coverage applies on a primary basis as required by contract. Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

RE: FY24-095 Water & Wastewater Treatment Chemicals

EXCESS LIABILITY POLICY PROVIDES ADDITIONAL EXCESS LIMITS OVER THE PRIMARY \$1M POLLUTION LIABILITY POLICY.

CERTIFICATE HOLDER**CANCELLATION**

City of Laredo
1110 Houston Street
Laredo, TX 78040

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

14

Randal Vickery

From: Randal Vickery
Sent: Tuesday, July 30, 2024 11:49 AM
To: 'ealdape@ci.laredo.tx.us'
Cc: US-RIC-Polydyne Bid Dept.; Marcus Ortiz; Rick Johnson
Subject: FY24-095 (FY24-095 Water

Tracking:	Recipient	Delivery	Read
	'ealdape@ci.laredo.tx.us'		
	US-RIC-Polydyne Bid Dept.		
	Marcus Ortiz	Delivered: 7/30/2024 11:49 AM	Read: 7/30/2024 4:19 PM
	Rick Johnson	Delivered: 7/30/2024 11:49 AM	Read: 7/30/2024 3:08 PM
	plocke@polydyneinc.com	Delivered: 7/30/2024 11:49 AM	
	randalv@polydyneinc.com	Delivered: 7/30/2024 11:49 AM	
	pamm@polydyneinc.com	Delivered: 7/30/2024 11:49 AM	
	rbeasley@polydyneinc.com	Delivered: 7/30/2024 11:49 AM	
	swells@polydyneinc.com	Delivered: 7/30/2024 11:49 AM	
	tkelso@polydyneinc.com	Delivered: 7/30/2024 11:49 AM	
	Peggy Locke		Read: 7/30/2024 3:34 PM

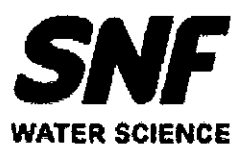
Mr. Aldape,

While reviewing the documents for Event FY24-095 for Water & Wastewater Treatment Chemicals, we noticed that Professional Liability, Errors & Omissions coverage has been added to Section 41 of the Bid Attributes as Item D, while in Section 12.0 Item D is Pollution Liability. While Pollution Liability is applicable to a contract for the supply of chemicals Professional Liability is not. It is our belief that the City correctly intended for Pollution Liability to be listed as Item D in both sections, as it was in the previous bid. Professional Liability coverage is normally required for professions that market their expertise or professional opinion, such as Physicians, Attorneys or Engineers. Event 24-095 is for the supply of Water and Wastewater Treatment Chemicals. Vendors awarded contracts as a result of the subject bid event will be invoicing the City of Laredo for quantities of chemicals (tangible products) shipped to the City by the vendor, not professional expertise. The products bid are determined by testing or, in the case of Polydyne, are currently in use at the City's facilities. Due to determination that Polydyne Inc's role as a polymer supplier to its customers does not rise to a level that would warrant the need for this type of coverage by our Insurance Broker and our Legal Counsel, Polydyne Inc. does not carry this type of coverage.

As mentioned above, we believe that the City's intent was that Pollution Liability, an applicable coverage that Polydyne Inc. and any other chemical supplier would carry, be listed as Item D. We are alerting you to this discrepancy so that it may be corrected.

Best regards,

Randal Vickery
Bid and Contract Coordinator



Polydyne Inc.

Ph.: (912) 880-2035

Fax: (912) 880-2078

Randal Vickery

From: Enrique Aldape III <ealdape@ci.laredo.tx.us>
To: Randal Vickery
Sent: Tuesday, July 30, 2024 11:49 AM
Subject: Read: FY24-095 (FY24-095 Water

Your message

To: Enrique Aldape III
Subject: FY24-095 (FY24-095 Water
Sent: Tuesday, July 30, 2024 10:48:35 AM (UTC-06:00) Central Time (US & Canada)

was read on Tuesday, July 30, 2024 10:48:53 AM (UTC-06:00) Central Time (US & Canada).

AFFIDAVIT OF COMPLIANCE

Polydyne Inc. hereby affirms that Clarifloc C-308P meets the specifications of the National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for liquid polymer, and the latest standard #AWWA B-451-23 of the American Water Works Association (AWWA).

CLARIFLOC C-308P contains no Acrylamide or Epichlorohydrin.

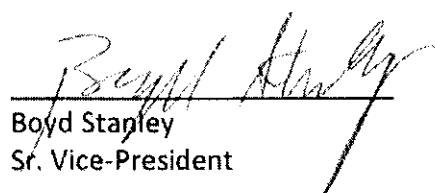
Polydyne Inc. hereby affirms that Clarifloc A-210P meets the specifications of the National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 for liquid polymer, and the latest standard #AWWA B-453-19 of the American Water Works Association (AWWA).

CLARIFLOC A-210P contains no Epichlorohydrin

Product Bulletins and Safety Data Sheets for each product are attached.

The official NSF Listing, Safety Data Sheet and Product Data Sheet are attached.

POLYDYNE INC.


Boyd Stanley
Sr. Vice-President

07/31/24
Date



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, August 5, 2024** 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&>

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

Polydyne Incorporated

P.O. Box 279

Riceboro, GA 31323

United States

800-848-7659

[Visit this company's website](#)

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

Facility : 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]

Trade Designation	Product Function	Max Use
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]

Trade Designation	Product Function	Max Use
Floperse 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)

<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-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-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]

Trade Designation	Product Function	Max Use
CLARIFLOC® C-369	Coagulation & Flocculation	10mg/L
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]

Trade Designation	Product Function	Max Use
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- [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)

<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-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]

Trade Designation	Product Function	Max Use
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.

Number of matching Manufacturers is 1

Number of matching Products is 204

Processing time was 0 seconds

CLARIFLOC C-308P POLYMER

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



SAFETY DATA SHEET

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

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

1.1. Product Identifier

Product name: **CLARIFLOC™ 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

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

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 (CO₂). Dry powder.

Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:

None known.

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

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides (CO_x). 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

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 in water.
o) Partition coefficient n-octanol/water (log value):	< 0
p) Autoignition temperature:	Does not self-ignite (based on the chemical structure).
q) Decomposition temperature:	> 150°C
r) Viscosity:	See Technical Bulletin.
s) Kinematic viscosity:	No data available.
t) Explosive properties:	Not expected to be explosive based on the chemical structure.
u) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.
v) Particle characteristics:	Not applicable.

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_x), carbon oxides (CO_x). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

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

<i>Acute oral toxicity:</i>	LD50/oral/rat > 5000 mg/kg
<i>Acute dermal toxicity:</i>	LD50/dermal/rat > 5000 mg/kg.
<i>Acute inhalation toxicity:</i>	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.
<i>Skin corrosion/irritation:</i>	Not irritating.
<i>Serious eye damage/eye irritation:</i>	Slightly irritating.
<i>Respiratory/skin sensitisation:</i>	Not sensitizing to skin. No respiratory sensitization has been observed in the workplace.
<i>Mutagenicity:</i>	Not mutagenic.
<i>Carcinogenicity:</i>	By analogy with similar substances, this substance is not expected to be carcinogenic.

SAFETY DATA SHEET

CLARIFLOC™ C-308P

<i>Reproductive toxicity:</i>	By analogy with similar substances, this substance is not expected to be toxic for reproduction.
<i>STOT - Single exposure:</i>	No known effects.
<i>STOT - Repeated exposure:</i>	No known effect.
<i>Aspiration hazard:</i>	No hazards resulting from the material as supplied.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

<i>Acute toxicity to fish:</i>	LC50/Danio rerio/96 hours > 100 mg/L.
<i>Acute toxicity to invertebrates:</i>	EC50/Daphnia magna/48 hours > 100 mg/L.
<i>Acute toxicity to algae:</i>	Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
<i>Chronic toxicity to fish:</i>	No data available.
<i>Chronic toxicity to invertebrates:</i>	No data available.
<i>Toxicity to microorganisms:</i>	EC0/activated sludge/0.5 hours = 1000 mg/L (OECD 209)
<i>Effects on terrestrial organisms:</i>	Exposure to soil is unlikely.
<i>Sediment toxicity:</i>	Exposure to sediment is unlikely.

12.2. Persistence and degradability

Information on the product as supplied:

<i>Degradation:</i>	Not readily biodegradable.
<i>Hydrolysis:</i>	Does not hydrolyse.
<i>Photolysis:</i>	No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

Not bioaccumulating.

SAFETY DATA SHEET

CLARIFLOC™ C-308P

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_{oc}: ~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

SAFETY DATA SHEET

CLARIFLOC™ C-308P

SECTION 15: Regulatory information

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

Information on the product as supplied:

TSCA Chemical Substances Inventory:

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

US SARA Reporting Requirements:

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

SARA Title III Sections:

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

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

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

Clean Air Act

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

CERCLA

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

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

Not concerned.

SECTION 16: Other information

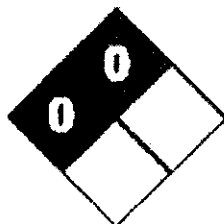
NFPA and HMIS Ratings:

SAFETY DATA SHEET

CLARIFLOC™ C-308P

NFPA:

Health: 0
Flammability: 0
Instability: 0



HMIS:

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

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

SECTION 9. Physical and chemical properties, 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: 23.01.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.

CLARIFLOC A-210P POLYMER

PRINCIPAL USES

CLARIFLOC A-210P is a medium charge anionic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering. CLARIFLOC A-210P is NSF certified for clarification of potable water at dosages up to 3 mg/L.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Anionicity	30 %
Active Polyacrylamide Min.	29
Freezing Point	7 F. (-14 C.)
Density	8.7 - 8.9
Viscosity (0.5% Sol'n)	700 - 900 cPs

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 Chemtree anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC A-210P Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon tote bins containing 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

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

(912) 884-3366

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.



SAFETY DATA SHEET

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

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

1.1. Product identifier

Product name: **CLARIFLOC™ A-210P**

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

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™ A-210P

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

Distillates (petroleum), hydrotreated light

Concentration/ -range: 20 - 45%

CAS Number: 64742-47-8

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

Notes

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

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

Concentration/ -range: < 5%

CAS Number: 69011-36-5

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

For explanation of abbreviations see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

SAFETY DATA SHEET

CLARIFLOC™ A-210P

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. Call a physician or poison control centre immediately.

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

None under normal use.

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

None reasonably foreseeable.

Other information:

None.

SECTION 5: Firefighting measures

5.1. Extinguishing media

Suitable extinguishing media:

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

Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:

None known.

5.2. Special hazards arising from the substance or mixture

Hazardous decomposition products:

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

5.3. Advice for firefighters

Protective measures:

Wear self-contained breathing apparatus and protective suit.

Other information:

Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Personal precautions:

Avoid contact with skin and eyes. Spills produce extremely slippery surfaces. Do not touch or walk through spilled material.

Protective equipment:

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

Emergency procedures:

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

6.2. Environmental precautions

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

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

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

Large spills:

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

Residues:

After cleaning, flush away traces with water.

6.4. Reference to other sections

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

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

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

7.2. Conditions for safe storage, including any incompatibilities

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

7.3. Specific end use(s)

This information is not available.

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

SAFETY DATA SHEET

CLARIFLOC™ A-210P

Distillates (petroleum), hydrotreated light

ACGIH: 200 mg/m³ (8 hours) (vapors)

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:

Breathing apparatus needed only when aerosol or mist is formed. Use respirators and components tested and approved under appropriate government standards such as NIOSH (US) or CEN (EU).

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:	Viscous liquid, Milky.
b) Odour:	Aliphatic.
c) Odour Threshold:	No data available.
d) pH:	Not applicable.
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C
g) Flash point:	Does not flash.

<i>h) Evaporation rate:</i>	No data available.
<i>i) Flammability (solid, gas):</i>	Not applicable.
<i>j) Upper/lower flammability or explosive limits:</i>	Not expected to create explosive atmospheres.
<i>k) Vapour pressure:</i>	2.3 kPa @ 20°C
<i>l) Vapour density:</i>	0.804 g/L @ 20°C
<i>m) Relative density:</i>	1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available)
<i>n) Solubility(ies):</i>	Completely miscible.
<i>o) Partition coefficient n-octanol/water (log value):</i>	Not applicable.
<i>p) Autoignition temperature:</i>	No data available.
<i>q) Decomposition temperature:</i>	> 150°C
<i>r) Viscosity:</i>	No data available.
<i>s) Kinematic viscosity:</i>	> 20.5 mm²/s @40°C
<i>t) Explosive properties:</i>	Not expected to be explosive based on the chemical structure.
<i>u) Oxidizing properties:</i>	Not expected to be oxidising based on the chemical structure.
<i>v) Particle characteristics:</i>	Not applicable.

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

Incompatible with oxidizing agents.

10.6. Hazardous decomposition products

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

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

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

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

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

SAFETY DATA SHEET**CLARIFLOC™ A-210P**

<i>Serious eye damage/eye irritation:</i>	Not irritating. (OECD 405)
<i>Respiratory/skin sensitisation:</i>	By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)
<i>Mutagenicity:</i>	Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)
<i>Carcinogenicity:</i>	Carcinogenicity study in rats (OECD 451): Negative.
<i>Reproductive toxicity:</i>	By analogy with similar substances, this substance is not expected to be toxic for reproduction. NOAEL/rat = 300 ppm. (OECD 421)
<i>STOT - Single exposure:</i>	No known effects.
<i>STOT - Repeated exposure:</i>	Based on available data, product is not expected to demonstrate chronic toxic effects. NOAEL/oral/rat/90 days \geq 3000 mg/kg/day (OECD 408) (Based on results obtained from tests on analogous products)
<i>Aspiration hazard:</i>	May be fatal if swallowed and enters airways.

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

<i>Acute oral toxicity:</i>	LD50/oral/rat = 500 - 2000 mg/kg
<i>Acute dermal toxicity:</i>	LD50/dermal/rabbit > 2000 mg/kg
<i>Acute inhalation toxicity:</i>	No data available.
<i>Skin corrosion/irritation:</i>	Not irritating. (OECD 404)
<i>Serious eye damage/eye irritation:</i>	Causes serious eye irritation. (OECD 405)
<i>Respiratory/skin sensitisation:</i>	The results of testing on guinea pigs showed this material to be non-sensitizing.
<i>Mutagenicity:</i>	In vitro tests did not show mutagenic effects. In vivo tests did not show mutagenic effects.
<i>Carcinogenicity:</i>	Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.

SAFETY DATA SHEET

CLARIFLOC™ A-210P

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

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

<i>Acute toxicity to fish:</i>	LC50/Danio rerio/96 hours > 100 mg/L (Estimated) LC50/Oncorhynchus mykiss/96 hours > 100 mg/L (Estimated)
<i>Acute toxicity to invertebrates:</i>	EC50/Daphnia magna/48 hours > 100 mg/L (Estimated)
<i>Acute toxicity to algae:</i>	IC50/Algae/72 hours > 100 mg/L (Estimated)
<i>Chronic toxicity to fish:</i>	No data available.
<i>Chronic toxicity to invertebrates:</i>	No data available.
<i>Toxicity to microorganisms:</i>	No data available.
<i>Effects on terrestrial organisms:</i>	No data available.
<i>Sediment toxicity:</i>	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

<i>Acute toxicity to fish:</i>	LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L (OECD 203)
<i>Acute toxicity to invertebrates:</i>	EC0/Daphnia magna/48 hours > 1000 mg/L (OECD 202)
<i>Acute toxicity to algae:</i>	IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L (OECD 201)
<i>Chronic toxicity to fish:</i>	NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L

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

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

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

12.2. Persistence and degradability

Information on the product as supplied:

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

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

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

CLARIFLOC™ A-210P

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

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

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

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

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

Bioconcentration factor (BCF): No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

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

Bioconcentration factor (BCF): No data available.

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

Partition co-efficient (Log Pow): > 3

Bioconcentration factor (BCF): No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Koc: No data available.

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

Koc: > 5000

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

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

Recycling:

In accordance with local and national regulations.

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

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

Information on the product as supplied:

TSCA Chemical Substances Inventory:

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

SAFETY DATA SHEET

CLARIFLOC™ A-210P

US SARA Reporting Requirements:

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

SARA Title III Sections:

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

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

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

Clean Air Act

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

CERCLA

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

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

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

SECTION 16: Other information

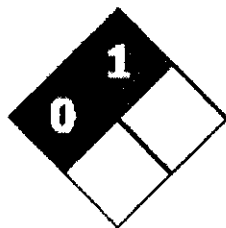
NFPA and HMIS Ratings:

NFPA:

Health:	0
Flammability:	1
Instability:	0

SAFETY DATA SHEET

CLARIFLOC™ A-210P



HMIS:

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

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

SECTION 9. Physical and chemical properties, SECTION 16. Other Information.

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

Acronyms

STOT = Specific target organ toxicity

Abbreviations

Acute Tox. 4 = Acute toxicity Category Code 4

Asp. Tox. 1 = Aspiration hazard Category Code 1

Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

Hazard statements

H302 - Harmful if swallowed

H304 - May be fatal if swallowed and enters airways

H318 - Causes serious eye damage

Training advice:

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

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 24.01.a

ENAC001A

SAFETY DATA SHEET

CLARIFLOC™ A-210P

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.

CLARIFLOC CE-1073 POLYMER

PRINCIPAL USES

CLARIFLOC CE-1073 is a high charge cationic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Density	8.5 - 8.7 lbs/gal
Specific Gravity	1.02 - 1.04
Cationicity	60 %
Active Polyacrylamide Min.	42 %
Freezing Point	7 F. (-14 C.)

PREPARATION AND FEEDING

CLARIFLOC CE-1073 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	45 - 52 %
Residual AcAm	< 1000 ppm
Neat Viscosity	500 - 2000 cPs
Ult. Viscosity	3.3 - 4.3 cPs

HANDLING AND STORAGE

Suggested in-plant storage life is 12 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 CE-1073, 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 CE-1073 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 CE-1073 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2300 pounds net. Bulk quantities are also available.

ADDITIONAL INFORMATION

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

(800) 848-7659

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

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



SAFETY DATA SHEET

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

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

1.1. Product identifier

Product name: **CLARIFLOC™ CE-1073**

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

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™ CE-1073

Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

For explanation of abbreviations see Section 16.

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components

Distillates (petroleum), hydrotreated light

Concentration/ -range: 20 - 30%

CAS Number: 64742-47-8

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

Notes

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

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

Concentration/ -range: < 5%

CAS Number: 69011-36-5

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

For explanation of abbreviations see section 16

SECTION 4: First aid measures

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

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

Skin contact:

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

Eye contact:

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

Ingestion:

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

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

None under normal use.

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

None reasonably foreseeable.

Other information:

None.

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

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

Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:

None known.

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

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

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

Wear self-contained breathing apparatus and protective suit.

Other information:

Spills produce extremely slippery surfaces.

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

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

Protective equipment:

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

Emergency procedures:

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

6.2. Environmental precautions

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

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

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

Large spills:

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

Residues:

After cleaning, flush away traces with water.

6.4. Reference to other sections

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

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

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

7.2. Conditions for safe storage, including any incompatibilities

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

7.3. Specific end use(s)

This information is not available.

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

Distillates (petroleum), hydrotreated light
ACGIH; 200 mg/m³ (8 hours) (vapors)

8.2. Exposure controls

Appropriate engineering controls:

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

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:

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

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

- | | |
|---|------------------------|
| a) Appearance: | Viscous liquid, Milky. |
| b) Odour: | Aliphatic. |
| c) Odour Threshold: | No data available. |
| d) pH: | Not applicable. |
| e) Melting point/freezing point: | < 5°C |
| f) Initial boiling point and boiling range: | > 100°C |

SAFETY DATA SHEET

CLARIFLOC™ CE-1073

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 n-octanol/water (log value):	Not applicable.
p) Autoignition temperature:	Not applicable.
q) Decomposition temperature:	> 150°C
r) Viscosity:	> 20.5 mm ² /s @ 40°C
s) Kinematic viscosity:	No data available.
t) Explosive properties:	Not expected to be explosive based on the chemical structure.
u) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.
v) Particle characteristics:	Not applicable.

9.2. Other information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

Oxidizing agents.

10.6. Hazardous decomposition products

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

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

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

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

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

SAFETY DATA SHEET

CLARIFLOC™ CE-1073

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

SAFETY DATA SHEET

CLARIFLOC™ CE-1073

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

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

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

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

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

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

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

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

12.2. Persistence and degradability

Information on the product as supplied:

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

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

SAFETY DATA SHEET

CLARIFLOC™ CE-1073

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

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

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

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

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

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

Bioconcentration factor (BCF): No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

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

Bioconcentration factor (BCF): No data available.

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

Partition co-efficient (Log Pow): > 3

Bioconcentration factor (BCF): No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.

Relevant information on the hazardous components:Distillates (petroleum), hydrotreated light

Koc: No data available.

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

Koc: > 5000

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

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

Recycling:

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

SECTION 14: Transport informationLand transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

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

Information on the product as supplied:

SAFETY DATA SHEET

CLARIFLOC™ CE-1073

TSCA Chemical Substances Inventory:

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

US SARA Reporting Requirements:

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

SARA Title III Sections:

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

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

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

Clean Air Act

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

CERCLA

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

RCRA status:

Not RCRA hazardous.

California Proposition 65 Information:

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

SECTION 16: Other information

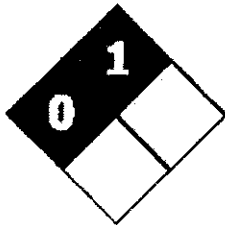
NFPA and HMIS Ratings:

NFPA:

SAFETY DATA SHEET

CLARIFLOC™ CE-1073

Health: 0
Flammability: 1
Instability: 0



HMIS:

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

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

SECTION 12. Ecological information, SECTION 16. Other Information.

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

Acronyms

STOT = Specific target organ toxicity

Abbreviations

Acute Tox. 4 = Acute toxicity Category Code 4

Asp. Tox. 1 - Aspiration hazard Category Code 1

Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

Hazard statements

H302 - Harmful if swallowed

H304 - May be fatal if swallowed and enters airways

H318 - Causes serious eye damage

Training advice:

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

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 24.01.a

BNCC046

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.

CLARIFLOC C-6266 POLYMER

PRINCIPAL USES

CLARIFLOC C-6266 is a high charge cationic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Cationicity	60 %
Active Polyacrylamide Min.	41 %
Freezing Point	7 F. (-14 C.)
Density	8.5 - 8.7
Specific Gravity	1.02 - 1.04

PREPARATION AND FEEDING

CLARIFLOC C-6266 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	43.5 - 50.5 %
Residual AcAm	< 1000 ppm
Neat Viscosity	300 - 2000 cPs
UL Viscosity	2.5 - 3.3 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 C-6266, 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 C-6266 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 Chemtree anytime day or night at (800) 424-9300.

SHIPPING

C-6266 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2300 pounds. Bulk quantities are also available.

ADDITIONAL INFORMATION

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

(800) 848-7659

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

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



SAFETY DATA SHEET

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

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

1.1. Product identifier

Product name: **CLARIFLOC™ C-6266**

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

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-6266

Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

For explanation of abbreviations see Section 16.

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable, this product is a mixture.

3.2. Mixtures

Hazardous components

Distillates (petroleum), hydrotreated light

Concentration/ -range: 20 - 30%

CAS Number: 64742-47-8

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

Notes

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

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

Concentration/ -range: < 5%

CAS Number: 69011-36-5

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

For explanation of abbreviations see section 16

SECTION 4: First aid measures

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

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

Skin contact:

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

Eye contact:

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

Ingestion:

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

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

None under normal use.

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

None reasonably foreseeable.

Other information:

None.

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

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

Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:

None known.

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

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

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

Wear self-contained breathing apparatus and protective suit.

Other information:

Spills produce extremely slippery surfaces.

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

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

Protective equipment:

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

Emergency procedures:

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

6.2. Environmental precautions

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

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

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

Large spills:

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

Residues:

After cleaning, flush away traces with water.

6.4. Reference to other sections

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

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

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

7.2. Conditions for safe storage, including any incompatibilities

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

7.3. Specific end use(s)

This information is not available.

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

Distillates (petroleum), hydrotreated light

ACGIH: 200 mg/m³ (8 hours) (vapors)

8.2. Exposure controls

Appropriate engineering controls:

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

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:

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

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

a) Appearance:	Viscous liquid, Milky.
b) Odour:	Aliphatic.
c) Odour Threshold:	No data available.
d) pH:	Not applicable.
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C

SAFETY DATA SHEET

CLARIFLOC™ C-6266

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 n-octanol/water (log value):	Not applicable.
p) Autoignition temperature:	Not applicable.
q) Decomposition temperature:	> 150°C
r) Viscosity:	> 20.5 mm ² /s @ 40°C
s) Kinematic viscosity:	No data available.
t) Explosive properties:	Not expected to be explosive based on the chemical structure.
u) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.
v) Particle characteristics:	Not applicable.

9.2. Other information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

Oxidizing agents.

10.6. Hazardous decomposition products

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

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

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

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

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

SAFETY DATA SHEET

CLARIFLOC™ C-6266

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

SAFETY DATA SHEET

CLARIFLOC™ C-6266

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

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

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

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

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

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

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

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

12.2. Persistence and degradability

Information on the product as supplied:

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

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

SAFETY DATA SHEET

CLARIFLOC™ C-6266

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

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

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

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

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

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

Bioconcentration factor (BCF): No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

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

Bioconcentration factor (BCF): No data available.

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

Partition co-efficient (Log Pow): > 3

Bioconcentration factor (BCF): No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.

SAFETY DATA SHEET

CLARIFLOC™ C-6266

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Koc: No data available.

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

Koc: > 5000

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

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

Recycling:

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

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

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

Information on the product as supplied:

SAFETY DATA SHEET

CLARIFLOC™ C-6266

TSCA Chemical Substances Inventory:

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

US SARA Reporting Requirements:

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

SARA Title III Sections:

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

Section 304 - Reportable Quantity:
Not concerned.

Section 313 (De minimis concentration):
Not concerned.

Clean Water Act

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

Clean Air Act

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

CERCLA

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

RCRA status:

Not RCRA hazardous.

California Proposition 65 Information:

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

SECTION 16: Other information

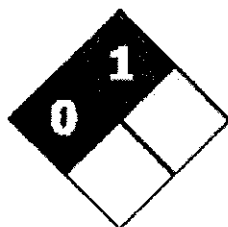
NFPA and HMIS Ratings:

NFPA:

SAFETY DATA SHEET

CLARIFLOC™ C-6266

Health: 0
Flammability: 1
Instability: 0



HMIS:

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

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

SECTION 12. Ecological information, SECTION 16. Other Information.

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

Acronyms

STOT = Specific target organ toxicity

Abbreviations

Acute Tox. 4 = Acute toxicity Category Code 4

Asp. Tox. 1 = Aspiration hazard Category Code 1

Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

Hazard statements

H302 - Harmful if swallowed

H304 - May be fatal if swallowed and enters airways

H318 - Causes serious eye damage

Training advice:

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

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 24.01.a

ENCC046

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

**CITY OF LAREDO
PURCHASING DIVISION**

Pre-qualification - The City reserves the right to pre-qualify any and all products offered for this bid. Bidders will be required to perform jar testing using their recommended product and provide the testing results to owner. In addition, bidders must provide desired chemical in five gallon pails for in-house testing. At the City's desire, a pilot test or full-scale test shall be conducted to determine the most advantageous product for the City. Should product testing become necessary, the City will prepare and will issue guidelines and additional requirements.

Shipping:

A. The polymer shall be shipped via tank trucks with a minimum loading of 2000 gallons and a maximum loading of 5000 gallons per shipment.

B. The City Of Laredo reserves the option of shipment in 55 gallons drums or by the truck loads.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapter, rear hydraulic elevators, etc.) unloading will be the sole responsibility of the truck driver and any damages to the City property caused by the negligence of the driver will be charged to the successful bidder. Pricing shall be F.O.B., City of Laredo Southside and North Laredo Wastewater Treatment Plants.

17.7 Anionic Polymer (Water Treatment Plants & Wastewater Treatment Plants)

Chemical to be used in wastewater for odor control is to be shipped and received in 270 gallon totes. Must meet the American Water Works Association specifications; latest standard version. Anionic Polymer shall contain a liquid physical state (straw colored liquid), with a boiling point of 100 degrees C and a specific gravity ($H_2=1$)—1.02 – 1.04. The truck driver shall perform the unloading and transfer of the chemical into specialized storage tanks without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from that shipment (or any amount lost from storage tanks) and/or any soil remediation requirements affected will be encumbered by the product supplier, namely the successful bidder.

Net unit prices of anionic polymer offered in this bid shall be firm for a period of one year.

17.8 Liquid Ammonium Sulfate ($H_3N_2O_4S$) (Water Treatment Plants)

The material shall be commonly known as Liquid Ammonium Sulfate (LAS). The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion resistant materials. ANSI/AWWA B302-16 Standard for Ammonium Sulfate and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede. The material shall be provided with Affidavit of Compliance or Certified Analysis as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance to NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects.

The material shall meet the following chemical and physical properties:

Weight % dry salt.....	38-40
% available ammonia.....	10%
Specific Gravity.....	1.20-1.23
pH.....	2.0-5.0
Soluble Iron.....	<30 mg/l
Insoluble Matter.....	<0.01 wt%
Freeze Point.....	<10 deg. F
Appearance.....	Clear, colorless to faint yellow

Liquid ammonium sulfate shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the ammonium sulfate.

CITY OF LAREDO
PURCHASING DIVISION

The vendor shall conduct training classes in the handling and safety of Liquid Ammonium Sulfate at the plant site, at the request of the Plant Superintendent. The training shall meet all of the requirements of the Hazard Communications Act.

Packaging and shipping of Liquid Ammonium Sulfate shall be in accordance with current federal, state and local regulations. The tanks shall be suitable materials that will not be affected by the properties of the liquid. Tank trucks shall be in suitable condition for hauling liquid ammonium sulfate and shall not contain any substances that might affect the use or usefulness of the product in treating water for human consumption.

Copies of certified lab showing compliance with all listed specifications shall be provided with each order of product. A current copy of the NSF/ANSI Standard 60 certificate shall be included in the bid packet for the product described. Additionally, each bill of lading shall bear the NSF Stamp.

Net unit prices of liquid ammonium sulfate offered in this bid shall be firm for a period of one year.

17.9 **Liquid Aluminum Sulfate 50% with 1% Copper Sulfate (Water Treatment Plants)**

Liquid Aluminum Sulfate with 1% Copper Sulfate shall have a concentration of 50% by weight and comply with the latest edition of ANSI/AWWA B403-16 Standard for Aluminum Sulfate and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide (ATH) only. Aluminum trihydroxide (ATH) recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from all odors.

The material shall meet the following chemical and physical properties:

Aluminum sulfate mixture	
10043-01-3 / 7758-99-8 (C.A.S.)	
pH (neat)	2.4-2.7
Specific Gravity @ 21° C (70° F)	1.29-1.32
Freezing Point (approx.)	-16°C (3°F)
Density, lbs./gal., US	10.8-11.0
Aluminum as Al, %	4.1-4.3
Aluminum as AL ₂ O ₃ , %	7.7-8.1
Copper (II) Sulfate Pentahydrate, %	0.8-1.2
Soluble Cupric Iron (CU +2), %	0.20-31

- Needs to be EPA Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) Certification (EPA Website)
- Needs to ship from Texas
- Must respond within 48 hours
- Must be able to have same day and overnight shipping
- Aluminum Sulfate shall be made from Hydrate Alumina. Bauxite Aluminum Sulfate will not be accepted

The City of Laredo shall have the right to reject any shipment that fails to meet the requirements and specifications contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with all pertinent and latest edition AWWA Standards plus an Affidavit of Compliance and analysis data sheet of the product as

**CITY OF LAREDO
PURCHASING DIVISION**

reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the City of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

18.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

19.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

20.0 Award of Contract

This contract will be awarded by items to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

**CITY OF LAREDO
PURCHASING DIVISION**

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

20.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

21.0 Price Adjustment*****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to caldape@ci.laredo.tx.us

22.0 Termination

This contract shall be for an initial period of two years or twenty-four months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party: Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

23.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Company Information Questionnaire

Conflict of Interest Questionnaire

Non-Collusive Affidavit

Discretionary Contract Disclosure

Form 1295

CITY OF LAREDO
PURCHASING DIVISION

24.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) Pencco, Inc.

Signature
of person authorized to sign bid

Sarah Duffy

Date 8/6/24

Print Name
of person authorized to sign bid

Sarah Duffy

Title: Bid Director

Business Address: P.O. Box 600

City, State, Zip Code: San Felipe, TX 77473

Telephone Number: 979 885 0005 Fax Number: 979 885 3208

Contact Person Email Address: sarah@pencco.com

Federal Tax ID Number: 74-2333384

Bidders Principal/Corporate Place of Business Address: 831 Bartlett Road, Sealy, TX 77474

Indicated Status of Business:

Corporation ☒ Partnership ☐ Sole Proprietorship ☐ Other: ☐

If other state business status: _____

State how long under its present business name: 40 years

If applicable, list all other names under which the Business identified above operated in the last five years.

N/A

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? ☒ Yes ☐ No

**CITY OF LAREDO
PURCHASING DIVISION**

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / ☒ No

Is any litigation pending against the Business? Yes / ☒ No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / ☒ No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / ☒ No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / ☒ No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / ☒ No

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / ☒ No

Is the Business in arrears in any contract or debt? Yes / ☒ No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / ☒ No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / ☒ No

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):	Yes	<input checked="" type="radio"/> No	Disadvantaged Business Enterprise (DBE):	Yes	<input checked="" type="radio"/> No
Small Disadvantaged Business Enterprise (SDBC):	Yes	<input checked="" type="radio"/> No	Other: Please specify		

This company is not a certified minority business: ☒

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

CITY OF LAREDO
PURCHASING DIVISION

25.0 Tab B Price Schedule

25.1 Section I: Chemical Bid Price Schedule – Unit price must include freight charges, fuel charges, and HAZ-MAT fees.

Item	Chemical	Unit of Measure	Est./Qty./Year	Unit Price	Ext. Price
1	Liquid Sodium Hydroxide (50%)	47,000 Lbs.	9	\$ No Bid	\$
2	Liquid Sodium Hydroxide (50%)	275 Gal. Tote	9	\$ No Bid	\$
3	Liquid Sodium Hydroxide (25%)	47,000 Lbs.	9	\$ No Bid	\$
4	Calcium Hypochlorite	100 Lbs. Drum	90	\$ No Bid	\$
5	Liquid Chlorine	2,000 lbs. Cylinder	1,120	\$ No Bid	\$
6	Liquid Chlorine	150 lbs. Cylinder	630	\$ No Bid	\$
7	Liquid Aluminum Sulfate (50%)	48,000 Lbs.	145	\$ No Bid	\$
8	Cationic Polymer (C-308)	45,000 Lbs.	10	\$ No Bid	\$
9	Anionic Polymer	270 Gal. Tote	10	\$ No Bid	\$
10	Liquid Ammonium Sulfate	50,000 Lbs.	50	\$ 0.149/lb	\$ 372500.00
11	Liquid Aluminum Sulfate with 1% Copper Sulfate	48,000 Lbs.	145	\$ No Bid	\$
12	Wastewater Polymer	25,000 Lbs.	9	\$ No Bid	\$
13	Wastewater Polymer	55 Gallon Drum	50	\$ No Bid	\$
14	Liquid Ammonium Sulfate (38%-40%)	48,000 lbs.	50	\$ 0.149/lb	\$ 357600.00

Company Name: Pencco, Inc.

Owner/President Name: R. L. Horne, President

Company Address: P.O. Box 600

City, State, Zip Code: San Felipe, TX 77473

Company Authorized Representative's Signature: 

Company Representative's Name: Sarah Duffy, Bid Director

Signature on this form indicates agreement with "Instructions to Bidder -- General Terms and Conditions, pricing and all specifications listed on this document."

*****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. *****

CITY OF LAREDO
PURCHASING DIVISION

26.0 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact the Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

☒ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Sarah Duffy

Name

Sarah Duffy
Signature

8/6/24

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Sarah Duffy, Bid Director, Pencco, Inc.

2

☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

Sarah Duffy
Signature of person doing business with the governmental entity

Sarah Duffy

8/6/24

Date

CITY OF LAREDO
PURCHASING DIVISION
AFFIDAVIT

27.0 Non-Collusive Affidavit

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}
Austin

Sarah Duffy
Being first duly sworn, deposes and says:

That he/she is Bid Director
(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

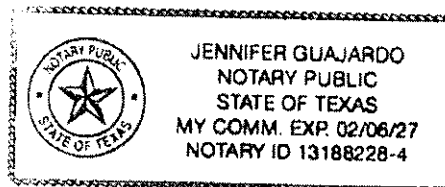
Sarah Duffy
Signature of:
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 6th day of Aug 20 24

Jennifer Guajardo
Notary Public

My commission expires:

2/6/27



CITY OF LAREDO
PURCHASING DIVISION

28.0 Discretionary Contracts Disclosure



City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to
originating department. All questions must be answered.

For details on use of this form, see Section 4.01 if the City's Ethics Code.

*This is a ☒ New Submission or ☐ Correction or ☐ Update to previous submission.

*1. Name of person submitting this disclosure form.

Sarah L Duffy
First M.I. Last Suffix

*2. Contract Information:

a) Contract or Project name(s):

Water & Wastewater Treatment Chemicals FY24-095

b) Originating Department(s): Utilities

*3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)

Sarah Duffy			
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

*4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3

CITY OF LAREDO
PURCHASING DIVISION

☒ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☐ Name of partner, parent, or subsidiary business entity(ies):

***5. List any individuals or entities that will be subcontractors on this contract.**

☒ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☐ List of subcontractors:

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

**CITY OF LAREDO
PURCHASING DIVISION**

☐ List of contributors:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:

***Acknowledgements**

☒ **Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☒ **No Contract with City Officials or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

CITY OF LAREDO
PURCHASING DIVISION

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☒ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Sarah Duffy

Name (Print)

Signature

Biol Director
Title

Penceco Inc
Company or DBA

Sarah Duffy

8/6/24
Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

CITY OF LAREDO
PURCHASING DIVISION

29.0 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Implementation of House Bill 1295

29.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

29.2 Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

**CITY OF LAREDO
PURCHASING DIVISION**

CERTIFICATE OF INTERESTED PARTIES			FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.				
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.				
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.				
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		
		Controlling	Intermediary	
5 Check only if there is NO interested party. <input type="checkbox"/>				
6 AFFIDAVIT <div style="text-align: right; margin-top: 10px;"> I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct. </div> <div style="text-align: right; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity </div> <div style="margin-top: 10px;"> AFFIX NOTARY STAMP / SEAL ABOVE </div> <div style="margin-top: 10px;"> Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office. </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Signature of officer administering oath</div> <div>Printed name of officer administering oath</div> <div>Title of officer administering oath</div> </div>				
ADD ADDITIONAL PAGES AS NECESSARY				

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/6/2015

*******Form does not need to be notarized*******

**CITY OF LAREDO
PURCHASING DIVISION**

30.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on August 8, 2024; and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY24-095**

Bids can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

or

Hand Delivered:

City of Laredo - City Secretary
C/O Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040



PO Box 600 San Felipe, Texas 77473
(979) 885-0005 Fax: (979) 885-3208

BOARD OF DIRECTORS MEETING

Prior notice was waived, and a meeting of the Directors was held on May 7, 2024. The following resolution was adopted in respects to the official signing of bids and contracts on behalf of Pencco, Inc.

BE IT RESOLVED that Sarah Duffy, Bid Director, of the Corporation has authority to negotiate for and sign any bids/contracts which the Corporation might enter into for the furnishing of goods and services for the Corporation under such terms, conditions and stipulations, as for such consideration as she may deem to be in the best interest of the Corporation.

No further business was necessary, and the meeting was concluded.

A handwritten signature in cursive script, reading "R. L. Horne", written over a horizontal line.

R. L. Horne, President

A handwritten signature in cursive script, reading "Aline Horne", written over a horizontal line.

Aline Horne, Secretary



PO Box 600 San Felipe, Texas 77473
(979) 885-0005 Fax: (979) 885-3208

AFFIDAVIT OF COMPLIANCE

This is to certify that the Liquid Ammonium Sulfate supplied by our company meets AWWA Standard B302-16 or the latest revision and is certified to NSF/ANSI Standard NSF-60.

A handwritten signature in cursive script, appearing to read "RL Horne", written over a horizontal line.

Signature

RL Horne, President

Name and Title of Official

8/1/2023

Date



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, August 6, 2024** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

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

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=pencco&>

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

PENCCO, Inc.

831 Bartlett Road

Sealy, TX 77474

United States

800-864-1742

979-885-0005

Visit this company's website

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

Facility : Distribution Center - Birmingham, AL

Ferric Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
50% Ferric Sulfate	Coagulation & Flocculation	650mg/L
60% Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate Solution	Coagulation & Flocculation	650mg/L
Poly Ferric Sulfate	Coagulation & Flocculation	650mg/L

Facility : Distribution Center - Gadsden, AL**Ferric Sulfate**

Trade Designation	Product Function	Max Use
50% Ferric Sulfate	Coagulation & Flocculation	650mg/L
60% Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate Solution	Coagulation & Flocculation	650mg/L
Poly Ferric Sulfate	Coagulation & Flocculation	650mg/L

Hydrofluosilicic Acid

Trade Designation	Product Function	Max Use
Fluorosilicic Acid	Fluoridation	5mg/L
Fluosilicic Acid	Fluoridation	5mg/L
HFS	Fluoridation	5mg/L
HFSA	Fluoridation	5mg/L
Hydrofluorosilicic Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid	Fluoridation	5mg/L

Facility : Distribution Center - Stockton, CA**Ferric Chloride**

Trade Designation	Product Function	Max Use
Ferric Chloride	Coagulation & Flocculation	600mg/L

Hydrofluosilicic Acid

Trade Designation	Product Function	Max Use
Fluorosilicic Acid	Fluoridation	5mg/L
Fluosilicic Acid	Fluoridation	5mg/L
HFS	Fluoridation	5mg/L
HFSA	Fluoridation	5mg/L
Hydrofluorosilicic Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid	Fluoridation	5mg/L

Facility : Vernon, CA**Ferric Chloride****Trade Designation**

Ferric Chloride

Product Function

Coagulation & Flocculation

Max Use

600mg/L

Ferrous Chloride**Trade Designation**

Ferrous Chloride

Product Function

Coagulation & Flocculation

Max Use

500mg/L

Facility : Distribution Center - Willow Springs, IL**Hydrofluosilicic Acid****Trade Designation**

Fluorosilicic Acid

Product Function

Fluoridation

Max Use

5mg/L

Fluosilicic Acid

Fluoridation

5mg/L

Hydrofluosilicic Acid

Fluoridation

5mg/L

Facility : Distribution Center - Whippany, NJ**Hydrofluosilicic Acid****Trade Designation**

Hydrofluosilicic Acid

Product Function

Fluoridation

Max Use

5mg/L

Facility : Distribution Center - Morganton, NC**Fluorosilicic Acid****Trade Designation**

Fluorosilicic Acid

Product Function

Fluoridation

Max Use

5mg/L

Fluosilicic Acid

Fluoridation

5mg/L

HFS

Fluoridation

5mg/L

HFSA

Fluoridation

5mg/L

Hydrofluorosilicic Acid

Fluoridation

5mg/L

Hydrofluosilicic Acid**Fluoridation****5mg/L****Facility : Middlesex, NC****Ammonium Sulfate****Trade Designation****Product Function****Max Use**

Ammonium Sulfate

Chloramination

55mg/L

LAS

Chloramination

55mg/L

Liquid Ammonium Sulfate

Chloramination

55mg/L

Blended Coagulation Chemicals**Trade Designation****Product Function****Max Use**

COAGteC PFS

Coagulation & Flocculation

200mg/L

Ferric Sulfate**Trade Designation****Product Function****Max Use**

50% Ferric Sulfate

Coagulation & Flocculation

650mg/L

60% Ferric Sulfate

Coagulation & Flocculation

650mg/L

Ferric Sulfate

Coagulation & Flocculation

650mg/L

Penn 3202

Coagulation & Flocculation

650mg/L

Poly Ferric Sulfate

Coagulation & Flocculation

650mg/L

Hydrofluosilicic Acid**Trade Designation****Product Function****Max Use**

Fluorosilicic Acid

Fluoridation

5mg/L

Fluosilicic Acid

Fluoridation

5mg/L

Hydrofluorosilicic Acid

Fluoridation

5mg/L

Hydrofluosilicic Acid

Fluoridation

5mg/L

Facility : Distribution Center - Bardwell, TX**Ferric Chloride****Trade Designation****Product Function****Max Use**

Ferric Chloride

Coagulation & Flocculation

600mg/L

Pencco 3012

Coagulation & Flocculation

600mg/L

Ferric Sulfate**Trade Designation**

Ferric Sulfate Solution

Product Function

Coagulation & Flocculation

Max Use

650mg/L

Ferrous Chloride**Trade Designation**

Ferrous Chloride

Product Function

Corrosion Control

Max Use

500mg/L

Coagulation & Flocculation

Pencco 0210

Corrosion Control

500mg/L

Coagulation & Flocculation

Hydrofluosilicic Acid**Trade Designation**

Fluorosilicic Acid

Product Function

Fluoridation

Max Use

5mg/L

Fluosilicic Acid

Fluoridation

5mg/L

Hydrofluorosilicic Acid

Fluoridation

5mg/L

Hydrofluosilicic Acid

Fluoridation

5mg/L

Facility : Ennis, TX**Ferric Chloride****Trade Designation**

Ferric Chloride

Product Function

Coagulation & Flocculation

Max Use

600mg/L

Pencco 3012

Coagulation & Flocculation

600mg/L

Ferric Sulfate**Trade Designation**

50% Ferric Sulfate

Product Function

Coagulation & Flocculation

Max Use

650mg/L

60% Ferric Sulfate

Coagulation & Flocculation

650mg/L

Ferric Sulfate

Coagulation & Flocculation

650mg/L

Ferric Sulfate Solution

Coagulation & Flocculation

650mg/L

Poly Ferric Sulfate

Coagulation & Flocculation

650mg/L

Ferrous Chloride**Trade Designation**

Ferrous Chloride

Product Function

Corrosion Control

Max Use

500mg/L

Coagulation & Flocculation

Pencco 0210

Corrosion Control	500mg/L
Coagulation & Flocculation	

Ferrous Sulfate[1]**Trade Designation****Product Function****Max Use**

Ferrous Sulfate	Coagulation & Flocculation	150mg/L
GreenIron	Coagulation & Flocculation	150mg/L
SafeIron	Coagulation & Flocculation	150mg/L

[1] Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Hydrofluosilicic Acid**Trade Designation****Product Function****Max Use**

Fluorosilicic Acid	Fluoridation	5mg/L
Fluosilicic Acid	Fluoridation	5mg/L
Hydrofluorosilicic Acid	Fluoridation	5mg/L
Hydrofluosilicic Acid	Fluoridation	5mg/L

Facility : Sealy, TX**Ammonium Sulfate****Trade Designation****Product Function****Max Use**

Ammonium Sulfate	Chloramination	55mg/L
------------------	----------------	--------

Ferric Sulfate**Trade Designation****Product Function****Max Use**

50% Ferric Sulfate	Coagulation & Flocculation	650mg/L
60% Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate Solution	Coagulation & Flocculation	650mg/L
Penn 3202	Coagulation & Flocculation	650mg/L
Poly Ferric Sulfate	Coagulation & Flocculation	650mg/L

Hydrofluosilicic Acid**Trade Designation****Product Function****Max Use**

Fluorosilicic Acid	Fluoridation	5mg/L
--------------------	--------------	-------

Fluosilicic Acid**Fluoridation****5mg/L****Hydrofluosilicic Acid****Fluoridation****5mg/L**

Number of matching Manufacturers is 1**Number of matching Products is 83****Processing time was 0 seconds**

pencco

Liquid Ammonium Sulfate

Product Data Sheet

CHARACTERISTICS

Liquid Ammonium Sulfate is an odorless, clear, faint yellow to amber colored liquid. It is an advanced inorganic product suitable for industrial and municipal water and wastewater treatment applications.

TYPICAL PROPERTIES

Formula:	Aqueous solution of ammonium sulfate		
C.A.S.	7783-20-2 (Ammonium Sulfate)		
	pH (neat)	4.0 – 8	
	Specific Gravity @ 21° C (70°F)	1.216-1.228	
	Freezing Point	Less than -12°C (10°F)	
	Density, lbs./gal., US	10.15-10.25	
	(NH ₄) ₂ SO ₄ , %	38 – 40	
	NH ₃ Equivalent, %	9.8 – 10.3	

PRODUCT USES

Municipal and industrial water and wastewater treatment for disinfection as a source of ammonia in chlorination. Disinfection byproduct control.

SHIPPING CONTAINERS

Bulk Transport	Bulk Car	275 US gal. one-way container	55 US gal. plastic drum
----------------	----------	-------------------------------	-------------------------

SHIPPING REGULATIONS (US DOT / TDG)

Classification: Not regulated for transport

RQ: Not Applicable

PRODUCT SAFETY INFORMATION

Anyone procuring, using, or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the Safety Data Sheets (SDS) for these products, or you may contact Pencco at 979-885-0005. In the event of an emergency with these products, call the 24-hour Emergency Number: USA and Canada (CHEMTREC) 800-262-8200.

For additional information contact:

Pencco, Inc.
P.O. BOX 600, San Felipe, TX 77473
Phone: 979-885-0005 Fax: 979-885-3208

Emergency Contact Information
Office: 1-800-864-1742
CHEMTREC (US) 24 hr: 1-800-262-8200

Revision Date: February 29, 2024

All information, statement, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping, and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Pencco, Inc. and its affiliates (collectively, "Pencco") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill, and experience in the chemical industry. Pencco may not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors, and agents.



Customer Service 800-864-1742
FAX 888-273-6226

Revision Date 7/27/2023

Safety Data Sheet (SDS) Liquid Ammonium Sulfate Solution

SECTION 1 – Chemical Identification and Supplier's Information

Product Name: Ammonium Sulfate
Use: Water Treatment
Chemical Formula: $(\text{NH}_4)_2\text{SO}_4$
Chemical Family: Inorganic Salts
CAS #: 7783-20-2

Supplier's Name & Address:

Pencco, Inc.
P.O. Box 600
San Felipe, TX 77473

Emergency Phone:

Pencco (979) 885-0005
CHEMTREC (800) 262-8200 – 24 hours a day

SECTION 2 – Hazards Identification

GHS Information

Signal Word: **WARNING**

Hazard Class: No Physical Hazards

Hazard Category: N/A

Hazard Statement: Causes eye irritation.
Causes mild skin irritation.

Appearance and Odor: Colorless to brown color with possible slight ammoniacal odor.

Pictograms: None required

and Title 40n of the Code of Federal Regulations, Part 372.

Summary of Acute Health Hazards

Ingestion: Causes irritation to the gastrointestinal tract. Symptoms may include diarrhea, nausea, vomiting. It presents little toxicity unless large amounts are ingested; in which case vomiting and diarrhea are likely.

Inhalation: Irritating to the respiratory tract. Symptoms may include coughing and shortness of breath.

Skin: May cause irritation to the skin with prolonged contact. Symptoms may include redness, irritation, itching, and pain.

Eyes: Causes irritation to the eyes. Symptoms may include redness, pain.

Health Hazards

Emergency Overview: Warning! Harmful if swallowed. May cause irritation to skin, eyes, and respiratory track.

SARA Title III Hazard Classification

SARA 313 of Title III of Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act

Signs and Symptoms of Chronic Exposure: N/F

Carcinogenicity

No component of this product present at levels greater than or equal to 0.1% is identified as a

known anticipated carcinogen by NTP, IARC, or OSHA.

Storage Considerations

- Store locked up. (P405)

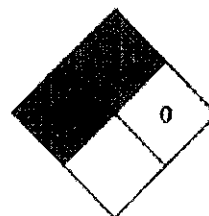
Disposal Considerations

- Dispose of this material or dry material generated from clean-up of spills must comply with federal, state, and local regulations regarding inorganic chemical wastes.

Carcinogenicity: None of the components of this material are listed as a carcinogen by IARC, NTP, OSHA, or ACGIH.

Fire and Explosion Hazards: This product will not burn and is not flammable.

	NFPA Rating	HMIS Rating	4 = Extreme / Severe
Health	1	1	3 = High / Serious
Reactivity	0	0	2 = Moderate
Flammability	0	0	1 = Slight



SECTION 3 – Composition/Information on Ingredients

Chemical Identity: Ammonium Sulfate Solution

Common Name and synonyms: Ammonium Sulfate Solution, Liquid Ammonium Sulfate, Diammonium Sulfate Solution

Ingredient	CAS #	Weight Percentage
Water	7732-18-5	40 - 69%
Ammonium Sulfate	7783-20-2	31 -60%

SECTION 4 – First Aid Measures

Eye Contact First Aid: Immediately flush eyes for 15 minutes with large amounts of water while holding eyelids apart. Washing within one minute is essential to achieve maximum effectiveness. Forcibly hold eyelids open to ensure complete irrigation of the eye tissue. Seek medical attention if irritation develops and persists.

Skin Contact First Aid: Remove contaminated clothing. Wash affected area with soap and water. Seek medical attention if irritation develops or persists. Wash clothing prior to re-use. Seek medical attention if irritation develops and persists.

Inhalation First Aid: Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Seek medical attention if irritation develops and persists.

Ingestion First Aid: Induce vomiting, but only if victim is fully conscious. Give large amounts of water. Never



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FAX 888-273-6226

Revision Date 7/27/2023

give anything by mouth to an unconscious person. Call a physician.

Notes to physician

Treatment: Treat symptomatically.

SECTION 5 – Fire Fighting Measures

Flash Point: Not applicable.

Upper/Lower Explosion Limits in Air: Not applicable.

Auto Ignition Temperature: Not applicable.

Extinguishing Media: Will not burn; use materials appropriate for surrounding fire.

Fire and Explosion Hazards: Substance itself does not burn but may decompose into a flammable ammonia gas if in a fire. May explode if mixed with strong oxidizers such as nitrates, nitrites, chlorates, etc.

Hazardous Product of Decomposition or Combustion: Substance itself does not burn but may decompose into a flammable ammonia gas and sulfur oxides if in a fire. May explode if mixed strong oxidizers such as nitrates, nitrites, chlorates, etc.

Suitable extinguishing media: Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

Specific hazards during firefighting: Container may rupture on heating. Cool closed containers exposed to fire with water spray. Do not allow run-off from fire fighting to enter drains or water courses. Explosive reactions with oxidizing agents such as potassium chlorate and/or peroxides. In case of fire hazardous decomposition products may be produced such as: Sulphur oxides, Ammonia, Carbon monoxide, Carbon dioxide (CO₂)

Special protective equipment: In the event of fire and/or explosion do not breathe fumes. In the case of respirable dust and/or fumes, use self-contained breathing apparatus and dust impervious protective suit. Further information: Use extinguishing measure that are appropriate to local circumstances and the surrounding environment.

SECTION 6 – Accidental Release Measures

Personal precautions: Wear personal protective equipment. Unprotected persons must be kept away.
Evacuate personnel to safe areas.
Keep people away from and upwind of spill/leak.
Remove all sources of ignition.
Provide adequate ventilation.
Avoid dust formation.
Avoid breathing dust.
Avoid contact with skin, eyes, and clothing.

Environmental precautions: Do not flush into surface water or sanitary sewer systems.

Prevent further leakage or spillage if safe to do so.
Do not let product enter drains.

Methods for cleaning up: Use mechanical handling equipment.
Clean contaminated surface thoroughly.
Pick up and arrange disposal without creating dust.
Use a suitable vacuum cleaner.

US EPA Waste Number: No information available

SECTION 7 – Handling and Storage

Handling: Avoid all eyes and skin contact and avoid creating or breathing vapor and mist. Wear recommended personal protective equipment. Ensure there is adequate ventilation, such as outdoors. Keep away from heat and open flame. Employ good maintenance practices to prevent leaks. Use good process control measures to prevent releases.

Storage: Keep storage tanks and containers closed and contents protected from dust, dirt, and moisture. Clean storage tanks on a regular schedule based on inspection and experience. Have storage tanks, containers, and transfer systems properly labeled for contents. Have procedures for determining product quantity in storage tanks and for accepting deliveries.

Use tanks, transfer lines, pumps valves and process instrumentation designed for this material using approved materials of construction. Some materials commonly used are stainless steel, some plastics, and FRP.

SECTION 8 – Exposure Controls and Personal Protection

Respiratory Protection: None normally required. A respiratory protection program that meets OSHA 1910.134 and ANSI Z88.2 or applicable federal/provincial requirements must be followed whenever workplace conditions warrant respirator use. NIOSH's "Respirator Decision Logic" may be useful in determining the suitability of various types of respirators.

Personal Protective Equipment: Gloves. Protective clothing. Protective goggles.



Eye Protection: Use chemical safety goggles and face shield if splashing hazard exists. Do not wear contact lenses.

Skin Protection: Where there is possibility of skin contact, gloves, and boots as necessary to minimize contact. Long sleeved clothing.



Customer Service 800-864-1742
FAX 888-273-6226

Revision Date 7/27/2023

General Hygiene Considerations: To identify additional Personal Protective Equipment (PPE) requirements, it is recommended that a hazard assessment in accordance with the OSHA PPE Standard (29CFR1910.132) be conducted before using this product.

Engineering Measures: Use local exhaust to keep airborne concentrations below the permissible exposure limits. Apply technical measures to comply with the occupational exposure limits.

SECTION 9 – Physical and Chemical Properties

Boiling Point:	102 - 105°C (215.6 - 221°F)	pH:	5.5 - 6 (100g per 1L H ₂ O)
Physical State:	Liquid	Viscosity:	2.0 Mpa.s @ 40°C
Melting Point:	-5.3 °C (22.5 °F)	Solubility in Water:	Complete 42.3%(w/w) @ 0°C, 46.3%(w/w) @ 50°C, 49.9%(w/w) @ 100°C
Specific Gravity:	1.21 to 1.23 Water = 1.0	Vapor Pressure:	24 mm Hg at 25°C
Appearance:	Colorless to light tan	Odor:	Ammoniacal (Slight)

OSHA/HCS Status: While this material is not considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200), this SDS contains valuable information critical to the safe handling and proper use of the product. This SDS should be retained and available for employees and other users of this product.

SECTION 10 – Stability and Reactivity

Stability: Stable under normal and recommended conditions of use and storage.

Conditions to Avoid: High heat, incompatible substances.

Decomposition: Substance itself does not burn but may decompose into a flammable ammonia gas and sulfur oxides if in a fire. May explode if mixed with strong oxidizers such as nitrates, nitrites, chlorates, etc.

Polymerization: Will not Occur.

Incompatibility: Strong oxidizing agents. (Zinc, Copper, Copper-bearing materials, Nitrates, Nitrites, chlorates, and other strong oxidizers).

SECTION 11 – Toxicological Information

Chronic Effects: Prolonged or repeated skin exposure may cause skin irritation.

Irritancy: Mild irritant

Sensitization: No information found.

Synergistic Materials: No information found.

Animal Toxicity: LD50 3000 mg/kg (oral, rat)

Carcinogenicity: Not listed as carcinogenic (IARC and ACGIH).

Reproductive Toxicity: No information found.

Teratogenicity: No information found.

Mutagenicity: No information found.



Customer Service 800-864-1742
FAX 888-273-6226

Revision Date 7/27/2023

SECTION 12 – Ecological Information

Ecotoxicity:

Toxicity to fish: LC50: > 460 mg/l
Exposure time: 96 h
Species: Leuciscus idus (Golden orfe)

Toxicity to daphnia and other aquatic invertebrates:

LC50: 423 mg/l
Exposure time: 23h
Species: Daphnia magna (water flea)

LC50 433 mg/l
Exposure time: 50 h
Species: Daphnia magna (water flea)

LC50: 292 mg/l
Exposure time: 100h
Species: Daphnia magna (water flea)

SECTION 13 – Disposal Considerations

Disposal of this product or dry material generated from clean-up of spills must comply with federal, state, and local regulations regarding inorganic chemical wastes.

Contaminated packaging, rinse thoroughly with water and add dilution to treated system as product. Recycle or dispose of at a licensed facility.

SECTION 14 – Transportation Information

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

Not regulated for transport according to: US DOT, IMDG, IATA, and Canada's TDG.

SECTION 15 – Regulatory Information

Inventories

US. Toxic Substance Control Act:

On TSCA Inventory

Australia. Industrial Chemical (Notification and Assessment) Act:



Customer Service 800-864-1742
FAX 888-273-6226

Revision Date 7/27/2023

On the inventory, or in compliance with the inventory

Canada. Canadian Environmental Protection Act (CEPA). Domestic Substances List (DSL)

All components of this product are on the Canadian DSL

Japan. Kashin-Hou Law List:

On the inventory, or in compliance with the inventory.

Korea. Existing Chemicals Inventory (KECI):

On the inventory, or in compliance with the inventory.

Philippines. The Toxic Substances and Hazardous and Nuclear Waste Control Act:

On the inventory, or in compliance with the inventory.

China. Inventory of Existing Chemical Substances:

On the inventory, or in compliance with the inventory.

NPRI

Canadian Notional Pollutant Release Inventory (NPRI): No component is listed on NPRI.

SECTION 16 – Other Information

Revision Date: July 27, 2023

Pencco provides the information contained in each SDS, technical data sheet ("TDS"), product information brochure and/or information contained herein (including data and statements) in good faith and makes no representations as to its comprehensiveness or accuracy as of the date of publication. The SDSs, TDSs, and product information brochures are referred to collectively as the "Data Sheets". It is the responsibility of the user to obtain and use the most recent version of the Data Sheets. Each Data Sheet relates only to the specific product designated therein and may not be valid where such product is used in combination with any other materials or in any process. Further, since the conditions and methods of use of the product and information are beyond the control of Pencco, Pencco expressly disclaims any and all liability as to any consequential damages or results obtained or arising from any use of the products or the information contained in the Data Sheets. NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE AS CONCERNS THE DATA SHEETS OR THE RELATED PRODUCTS.

No statement made in the Data Sheets or by any employee or agent of Pencco shall be construed as a permission or recommendation for the use of any product in a manner that might infringe existing patents. No employee, agent, distributor, or sales representative is authorized to vary the terms of the above paragraph, to make any statements, representations, or warranties inconsistent with the above paragraph, or to provide any information that is at variance with the above paragraph. All materials related to the product are subject in all respects to the above paragraph and to the extent that they are inconsistent with the above paragraph, the terms of the above paragraph shall control.



FY24-095
Polydyne Inc.
Supplier Response

Event Information

Number: FY24-095
Title: FY24-095 Water & Wastewater Treatment Chemicals
Type: Request For Bid
Issue Date: 7/22/2024
Deadline: 8/8/2024 05:00 PM (CT)
Notes: *****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.*****

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division

Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041

Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Polydyne Inc. Information

Address: One Chemical Plant Rd
Riceboro, GA 31323
Phone: (912) 880-2035

By submitting your response, you certify that you are authorized to represent and bind your company.

Randal Vickery
Signature

bids@polydyneinc.com
Email

Submitted at 8/7/2024 11:33:41 AM (CT)

Supplier Note

Please note, Polydyne Inc. does not carry Professional Liability insurance, since our Insurance Broker and our Legal Counsel determined that this type of insurance is not applicable to the supply of polymers. This coverage is applicable to professions such as Physicians, Attorneys, and Engineers. Polydyne Inc. does carry Pollution Liability as indicate in Section 12.0 Item D.

Response Attachments

Polydyne Inc. complete submittal for FY24-095 reduced size.pdf

Polydyne Inc. complete submittal for FY24-095 for Water and Wastewater Treatment Chemicals for the City of Laredo, including Conflict of Interest Questionnaire, Non-Collusive Affidavit, Form 1295, Discretionary Contracts Disclosure Form, Insurance Certificate, Product Bulletins and Safety Data Sheets.

Bid Attributes

1	Award by Item This contract will be awarded by item to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. <input checked="" type="checkbox"/> Yes
2	Questionnaire Description "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".
3	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid Polydyne Inc. / Boyd Stanley, Sr. Vice-President: (800) 848-7659 Option 2
4	State how long under has the business been in its present business name In excess of 28 years
5	If applicable, list all other names under which the Business identified above operated in the last five years Not Applicable

6	<p>State if the Company is a certified minority business enterprise</p> <p>The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.</p>
7	<p>Questions Part 1</p> <p>1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p>No litigation is pending against Polydyne Inc. Polydyne Inc. has not been deemed "not responsive" for any contract award. Polydyne Inc. has not been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from bidding, proposing or contracting. No circumstances exist that would disqualify Polydyne Inc. for award of a public contract. No government or other public entity has requested/required enforcement of any of its rights under a surety agreement.</p> </div>
8	<p>Questions Part 2</p> <p>1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p>Polydyne Inc. is not in arrears, in debt or a defaulter. No liquidated damages or penalty provisions have been assessed against Polydyne Inc.</p> </div>
9	<p>State if the Company is a certified minority business enterprise</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p>This company is not a certified minority business</p> </div>
10	<p>Conflict of Interest Disclosure</p> <p>A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.</p>

1 1	Conflict of Interest Questionnaire Form CIQ For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
1 2	Conflict of Interest Questionnaire Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? <div style="border: 1px solid black; padding: 2px; display: inline-block;">Yes</div>
1 3	Construction Contract Construction Contract Requires Acknowledgement <input checked="" type="checkbox"/> Acknowledge
1 4	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
1 5	This is a <div style="border: 1px solid black; padding: 2px; display: inline-block;">Update to previous submission</div>
1 6	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <div style="border: 1px solid black; padding: 2px;">William B. Stanley, Sr. Vice-President of Polydyne Inc.</div>
1 7	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department <div style="border: 1px solid black; padding: 2px;">FY24-095 Water & Wastewater Treatment Chemicals: Utilities Department</div>
1 8	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <div style="border: 1px solid black; padding: 2px;">Polydyne Inc. is submitting a bid for FY 24-095 Water & Wastewater Treatment Chemicals that was issued by the City of Laredo</div>
1 9	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. <div style="border: 1px solid black; padding: 2px;">It applies to my business</div>
2 0	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3 If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. <div style="border: 1px solid black; padding: 2px;">Polydyne Inc. is a wholly-owned subsidiary of SNF Holding Company.</div>

2 1	Question 5. List any individuals or entities that will be subcontractors on this contract <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Not Applicable</div>
2 2	Question 5. List any individuals or entities that will be subcontractors on this contract If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
2 3	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Not Applicable</div>
2 4	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
2 5	Question 7. Disclosure of political contributions List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/officer of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Not Applicable</div>
2 6	Question 7. Disclosure of political contributions If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
2 7	Updates on contributions required Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
2 8	Question 8. Disclosure of Conflict of Interest Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">I am not aware of any conflict of interest</div>
2 9	8. Disclosure of Conflict of Interest If you selected I am aware of conflict of interest in question 8, please list them in this section. <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>

30	Question 9. Updates Required I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. <input checked="" type="checkbox"/> I have read and understand this section
31	Question 10. No Contact with City Officials or Staff during Contract Evaluation I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. <input checked="" type="checkbox"/> I have read and understand this section
32	Question 11. Conflict of Interest Questionnaire (CIQ) Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. <input checked="" type="checkbox"/> I have acknowledge that I have been advised
33	Question 11. Oath Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> 1.) Boyd Stanley 2.) Sr. Vice-President 3.) Polydyne Inc. 4.) July 31, 2024 </div>
34	Question 12. Oath I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. <input checked="" type="checkbox"/> I swear or affirm information is correct
35	Company Information Questionnaire <input checked="" type="checkbox"/> I have completed this section
36	Conflict of Interest Questionnaire <input checked="" type="checkbox"/> I have completed this section
37	Non-Collusive Affidavit <input checked="" type="checkbox"/> I have completed and included this form
38	Discretionary Contracts Disclosure <input checked="" type="checkbox"/> I have completed this section

3 9 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☒ I will comply with this form

4 0 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512

Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) **ANNUAL SUPPLY/SERVICE CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorized purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assigned purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) **Title & Risk of Loss:** The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.

2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.

3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a) All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers.

Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☒ I Agree to the Terms and Conditions

4 Insurance Terms and Conditions

1

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☒ I agree my insurance meets minumum requirements

4 Disqualification & Debarment Certification

2 DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☒ I certify to the terms and conditions

4 Contract Requirements

3

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm> In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☒ I have read and understand this section

4 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**4 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

☒ I have read and understand this section

4 Electronic Pricing & Manual Bid Pricing

*****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.*****

☒ Yes

Bid Lines**1 Package Header**

Section I –Chemical Bid Price Schedule

Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees

*****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.*****

Quantity: 1 UOM: EA Total: \$875,145.00

Package Items**1.1 Liquid Sodium Hydroxide (50%)**

Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs)

No Bid

1.2 Liquid Sodium Hydroxide (50%)

Average order (275 Gal. Tote)

Quantity: 9 UOM: 275 Gallon Tote (Gallon)

No Bid

1.3 Liquid Sodium Hydroxide (25%)

Average order (47,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.)

No Bid

1.4 Calcium Hypochlorite

Average order (40 drums)

Quantity: 90 UOM: 100 lb. Drums

No Bid

1.5 Liquid Chlorine

Average order (2,000 lbs. cylinders)

Quantity: 1120 UOM: 2000 lb.Cylinder

No Bid



FY24-095
Pencco, Inc
Supplier Response

Event Information

Number: FY24-095
Title: FY24-095 Water & Wastewater Treatment Chemicals
Type: Request For Bid
Issue Date: 7/22/2024
Deadline: 8/8/2024 05:00 PM (CT)
Notes: *****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.*****

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division

Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041

Phone: 956 (794) 1733

Fax: 956 (790) 1805

Email: ealdape@ci.laredo.tx.us

Pencco, Inc Information

Contact: Sarah Duffy
Address: PO Box 600
San Felipe, TX 77473
Phone: (979) 885-0005
Email: sarah@pencco.com
Web Address: Pencco, Inc

By submitting your response, you certify that you are authorized to represent and bind your company.

Sarah Duffy

Signature

sarah@pencco.com

Email

Submitted at 8/6/2024 08:12:40 AM (CT)

Response Attachments

TX - Laredo 8.8.24.pdf

Bid Document with attachments

Bid Attributes

1	Award by Item This contract will be awarded by item to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. <input checked="" type="checkbox"/> Yes
2	Questionnaire Description "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".
3	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid Pencco, Inc.
4	State how long under has the business been in its present business name 40 years
5	If applicable, list all other names under which the Business identified above operated in the last five years N/A
6	State if the Company is a certified minority business enterprise The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

7 Questions Part 1

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

No, No, No, No, No

8 Questions Part 2

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

No, No, No

9 State if the Company is a certified minority business enterprise

This company is not a certified minority business

10 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from <http://www.ethics.state.tx.us/whatsnew/conflict forms.htm>. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

11 Conflict of Interest Questionnaire Form CIQ

For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

12 Conflict of Interest Questionnaire

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

1 3	Construction Contract Construction Contract Requires Acknowledgement <input checked="" type="checkbox"/> Acknowledge
1 4	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
1 5	This is a <input type="text" value="New Submission"/>
1 6	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <input type="text" value="Sarah L. Duffy"/>
1 7	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department <input type="text" value="Water & Wastewater Treatment Chemicals FY24-095, Utilities Department"/>
1 8	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <input type="text" value="Sarah Duffy, Bid Director, Pencco, Inc."/>
1 9	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. <input type="text" value="It applies to my business"/>
2 0	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3 If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. <input type="text" value="N/A"/>
2 1	Question 5. List any individuals or entities that will be subcontractors on this contract <input type="text" value="Not Applicable"/>
2 2	Question 5. List any individuals or entities that will be subcontractors on this contract If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. <input type="text" value="N/A"/>
2 3	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <input type="text" value="Not Applicable"/>

2 4	<p>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</p> <p>If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.</p> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>
2 5	<p>Question 7. Disclosure of political contributions</p> <p>List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Not Applicable</div>
2 6	<p>Question 7. Disclosure of political contributions</p> <p>If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.</p> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>
2 7	<p>Updates on contributions required</p> <p>Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.</p>
2 8	<p>Question 8. Disclosure of Conflict of Interest</p> <p>Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">I am not aware of any conflict of interest</div>
2 9	<p>8. Disclosure of Conflict of Interest</p> <p>If you selected I am aware of conflict of interest in question 8, please list them in this section.</p> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>
3 0	<p>Question 9. Updates Required</p> <p>I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p>

3 1	Question 10. No Contact with City Officials or Staff during Contract Evaluation I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. <input checked="" type="checkbox"/> I have read and understand this section
3 2	Question 11. Conflict of Interest Questionnaire (CIQ) Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. <input checked="" type="checkbox"/> I have acknowledge that I have been advised
3 3	Question 11. Oath Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Sarah Duffy, Bid Director, Pencco, Inc. 8/6/2024</div>
3 4	Question 12. Oath I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. <input checked="" type="checkbox"/> I swear or affirm information is correct
3 5	Company Information Questionnaire <input checked="" type="checkbox"/> I have completed this section
3 6	Conflict of Interest Questionnaire <input checked="" type="checkbox"/> I have completed this section
3 7	Non-Collusive Affidavit <input checked="" type="checkbox"/> I have completed and included this form
3 8	Discretionary Contracts Disclosure <input checked="" type="checkbox"/> I have completed this section

3 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☒ I will comply with this form

4 Terms and Conditions for Request for Bids

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

(c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**

(d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) **ANNUAL SUPPLY/SERVICE CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) **Title & Risk of Loss:** The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.

2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.

3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a) All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☒ I Agree to the Terms and Conditions

4 Insurance Terms and Conditions

1

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☒ I agree my insurance meets minumum requirements

4
2 **Disqualification & Debarment Certification**

DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☒ I certify to the terms and conditions

4
3 **Contract Requirements**

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☒ I have read and understand this section

4	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. <input checked="" type="checkbox"/> I have read and understand this section
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4	Electronic Pricing & Manual Bid Pricing *****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. ***** <input checked="" type="checkbox"/> Yes
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Bid Lines

1	Package Header Section I –Chemical Bid Price Schedule Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees *****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. ***** Quantity: <u> 1 </u> UOM: <u>EA</u> Total: \$730,100.00	
	Package Items	
	1.1 Liquid Sodium Hydroxide (50%) Average order (47,000 lbs.) Quantity: <u> 9 </u> UOM: <u>Bulk (lbs)</u> No Bid	
	1.2 Liquid Sodium Hydroxide (50%) Average order (275 Gal. Tote) Quantity: <u> 9 </u> UOM: <u>275 Gallon Tote (Gallon)</u> No Bid	
	1.3 Liquid Sodium Hydroxide (25%) Average order (47,000 lbs.) Quantity: <u> 9 </u> UOM: <u>Bulk (lbs.)</u> No Bid	
	1.4 Calcium Hypochlorite Average order (40 drums) Quantity: <u> 90 </u> UOM: <u>100 lb. Drums</u> No Bid	
	1.5 Liquid Chlorine Average order (2,000 lbs. cylinders) Quantity: <u> 1120 </u> UOM: <u>2000 lb.Cylinder</u> No Bid	

1.6 Liquid Chlorine

Average order (150 lbs. cylinders)

Quantity: 630 UOM: 150 lb Cylinder**No Bid****1.7 Liquid Aluminum Sulfate (50%)**

Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs)**No Bid****1.8 Cationic Polymer**

Average order (45,000 lbs.)

Quantity: 10 UOM: Bulk (lbs.)**No Bid****1.9 Anionic Polymer**

Average order (270 Gal. Tote)

Quantity: 10 UOM: 270 Gallon Tote (Gallon)**No Bid****1.10 Liquid Ammonium Sulfate**

Average order (50,000 lbs.)

Quantity: 50 UOM: Bulk (lbs.) Price: \$7,450.00 Total: \$372,500.00Supplier Notes: \$0.149/wet lb x 50,000 lbs = \$7450 x 50 loads = \$372,500.00**1.11 Liquid Aluminum Sulfate with 1% Copper Sulfate**

Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs.)**No Bid****1.12 Wastewater Polymer**

Average order (25,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.)**No Bid****1.13 Wastewater Polymer**

Average order (55 Gal. drums)

Quantity: 50 UOM: 55 gallon drum**No Bid****1.14 Liquid Ammonium Sulfate (38%-40%)**

Average order (48,000 lbs.)

Quantity: 50 UOM: Bulk (lbs.) Price: \$7,152.00 Total: \$357,600.00Supplier Notes: \$0.149/wet lb x 48,000 lbs = \$7152 x 50 loads = \$357,600.00**Response Total: \$730,100.00**

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**WATER & WASTEWATER TREATMENT CHEMICALS
UTILITIES DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

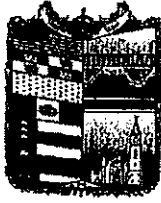
Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M. on August 8, 2024; and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY24-095**

Bids can be downloaded and submitted through Cit-E-Bid: https://cityoflaredo.ionwave.net/Login.aspx	Hand Delivered: City of Laredo – City Secretary C/O Mario I. Maldonado Jr. City Hall – Third Floor 1110 Houston Street Laredo, Texas 78040
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CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Bids and other contract provisions for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through <https://cityoflaredo.ionwave.net/Login.aspx> Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on August 8, 2024, and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.

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FY24-095**

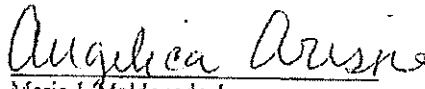
Bids can be downloaded and submitted through **Hand Delivered:**
Cit-E-Bid:

<https://cityoflaredo.ionwave.net/Login.aspx>

City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 19th DAY OF JULY 2024.


Mario I. Maldonado Jr.
City Secretary

CITY OF LAREDO
PURCHASING DIVISION

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays.
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional, Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

**CITY OF LAREDO
PURCHASING DIVISION**

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO PURCHASING AGENT

5512 Thomas Ave,
Laredo, TX 78041

or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent

5512 Thomas Ave.

Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

**CITY OF LAREDO
PURCHASING DIVISION**

9.0 INTENT OF CONTRACT

- a) **ANNUAL SUPPLY/SERVICE CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded by items to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 3. The contractor makes an unauthorized assignment for the benefit of any contractor.
- Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and
PO. Box 210
Laredo, Texas 78042.

**CITY OF LAREDO
PURCHASING DIVISION**

- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact:

Jorge J. Jolly,
Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St.
Laredo, TX 78040.

12.0 INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Pollution Liability insurance with minimum limits of \$1,000,000.00 per occurrence.
- (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 - 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
 - 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
 - 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
 - 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

**CITY OF LAREDO
PURCHASING DIVISION**

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
- (j) **Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**
- (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
- (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

**CITY OF LAREDO
PURCHASING DIVISION**

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**CITY OF LAREDO
PURCHASING DIVISION**

**Formal Invitation for Bids
Water & Wastewater Treatment Chemicals**

15.0 Scope of Work

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

- 15.1 The City of Laredo Water & Wastewater Department is requesting bids for the enclosed list of chemicals. All specification questions for this bid shall be directed to the following Utilities Department point of contacts:

Wastewater Treatment - Mr. Tomas Hernandez at (956) 721-2022 or by email thernandez@ci.laredo.tx.us or
Mr. Daniel Villagran, at (956) 721-2022 or by email dvillagran@ci.laredo.tx.us

Water Treatment – Mr. Rolando San Miguel at (956) 795-2620 or by email rsanmiguel2@ci.laredo.tx.us or
Mr. Erik D. Taboada at (956) 795-2620 or by email etaboada@ci.laredo.tx.us

- 15.2 All questions for this bid shall be submitted through Cit-E-Bid no later than 2:00 PM July 26, 2024.
- 15.3 The quantities listed on the attached sheets are approximate quantities for the period of one year.
- 15.4 The City of Laredo reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to the City of Laredo.
- 15.5 The City of Laredo reserves the right to cancel contract upon thirty (30) days written notice if bidder fails to conform to the terms and conditions as stated in these specifications.
- 15.6 Prospective bidders must prove beyond any doubt to the City Purchasing Agent that they are duly qualified and capable to fulfill and abide by the specifications herein listed.
- 15.7 Bidders are required to submit their proposals upon the following expressed conditions:
When contractors cannot abide by the terms and conditions in fulfilling their contracts, contractor must supply the materials from other sources at the contract price. If contractor delays in providing the service or supplies, i.e., chemicals, the City of Laredo reserves the right to purchase on the open market and charge the contractor the difference between the contract price and the purchase price.
- 15.8 All chemicals in bidder's specifications must comply with contract and are to be equal to or better in all respect.
- 15.9 All chemicals will be purchased on a per-need basis. Purchase orders will be issued to the successful bidder for each order. All invoices must have purchase order number and authorized signature to process for payment.
- 15.10 All chemicals purchased by the City of Laredo, for Water and Wastewater Department must comply with all government state and federal regulations. Except for chemicals used specifically in wastewater applications, the successful bidder shall submit an affidavit of compliance with all pertinent A.W.W.A. specifications.
- 15.11 Bid price shall be given per pound or per gallon of product, **FOB freight included**, Laredo, Texas.
Where applicable, bidders shall state the product concentration as well as the active ingredient concentration, if different from that specified. For bid evaluation purposes the City reserves the right to recalculate the price of the chemical to reflect the specified concentrations.

**CITY OF LAREDO
PURCHASING DIVISION**

- 15.12 Method of delivery shall have all necessary safety equipment, appropriate unloading equipment, and sufficient manpower to provide for proper unloading of product and materials without the assistance of City of Laredo personnel. Unloading of chemical units will be the sole responsibility of the company delivery personnel and the delivery company will be liable for any damages to City property.

Ship to Locations: Jefferson Water Treatment Plant, El Pico Water Treatment Plant, Zacate Wastewater Treatment Plant, Unitec WWTP, Penitas WWTP, Lar-Colombia WWTP, South Laredo WWTP and the North Laredo WWTP. Addresses will be provided upon award of contract.

- 15.13 Should a major spill occur due to the negligence of the person in charge of delivering the product, all costs of product lost from shipment (or any amount lost from storage tanks should they be affected) will be encumbered by the product supplier, namely the awarded vendor.

16.0 DEFINITIONS

- 16.1 Buyer - The City of Laredo, Purchasing Division is herein called the buyer.

- 16.2 Supplier - The company from which chemicals will be purchased is hereinafter called the supplier.

- 16.3 ANSI/NSF - American National Standards Institute/National Sanitation Foundation. Standard 60 shall apply to all chemicals to be directly added to public water supplies. Standard 61 shall apply to all chemicals to be indirectly added to public water supplies.

17.0 Chemical Specifications

- 17.1 Liquid Sodium Hydroxide (NaOH) 50% Concentration (Water Treatment Plants)

Chemical Composition

Liquid sodium hydroxide (NaOH) shall have a concentration of 50% in weight and comply with the latest edition of ANSI/AWWA B501-19 Standard for Caustic Soda.

Liquid sodium hydroxide 50% concentration offered in this proposal is in complete compliance with current City of Laredo Standards and Specifications.

Net unit price of Liquid sodium hydroxide 50% concentration offered in this bid shall be firm for a period of one year.

- 17.2 Calcium Hypochlorite (CaCl₂O₂) (Wastewater Treatment Plants)

This specification covers Calcium Hypochlorite to be used as a disinfectant in the treatment of wastewater.

General Requirements: Except as otherwise modified or supplemented herein, material furnished shall meet the latest edition of ANSI/AWWA B300-18 Standard. Calcium Hypochlorite should contain 70 percent available chlorine.

Net price of Calcium Hypochlorite must include any Haz Mat fees and any other associated fees required to meet State and Federal codes.

Delivery will be made in truckloads of 100 lb. containers as required by City of Laredo, Water & Wastewater Department. The City will consider buying HTH in 50 lb. containers if available. Write in any other size proposed.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapters, rear hydraulic elevators, etc.) Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

**CITY OF LAREDO
PURCHASING DIVISION**

Calcium Hypochlorite offered in this proposal is in complete compliance with current Laredo Water & Wastewater Department Standards and Specifications.

Net unit price of Calcium Hypochlorite offered in this bid shall be firm for a period of one year.

17.3 Liquid Chlorine (Cl) (Water Treatment Plants & Wastewater Treatment Plants)

Liquefied Chlorine shall meet the latest edition of ANSI/AWWA B301-18 Standard for liquid chlorine and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede.

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications contained herein or any shipment that has been damaged in transit.

Successful bidder is responsible to safely unload full cylinders and load empty cylinders.

Successful bidder will be required to furnish Liquefied Chlorine in one-ton containers and keep an inventory of not less than 16 full one-ton containers at all times for delivery to the Laredo Waterworks System at Laredo, Texas within 24 hours in case of emergency.

Successful bidder will deliver one-ton containers in a self-unloading trailer and the City shall have the option of splitting the load among various locations where chlorine is used.

Successful bidder shall periodically inspect one-ton containers and furnish evidence of such inspection. Provide pressure test results certification for all cylinders delivered to Utilities Divisions / Facilities. Cylinders shall be painted on the outside with aluminum paint.

The successful bidder will be required to abide by the rules and regulations of the Wastewater Treatment Plant's Accidental Release and Prevention Program (USEPA 40 CFR 68 – Chemical Accident Prevention Provisions)

Net price of Liquid Chlorine must include any rental of equipment fees, Haz Mat fees, and any other associated fees required to meet State and Federal Codes.

Net unit price of Liquid Chlorine offered in this bid shall be firm for a period of one year.

Note: Bidder must bid on the same commodity in 150 lb. bottles (see price schedule)

17.4 Liquid Aluminum Sulfate ($Al_2O_3 \cdot S_3$) 50% (Water Treatment Plants)

Liquid Aluminum Sulfate shall have a concentration of 50% by weight and comply with latest edition of ANSI/AWWA B403-16 and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide only. Aluminum trihydroxide recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from any odors.

The material shall meet the following chemical and physical properties:

Aqueous solution of aluminum sulfate

10043-01-3 (C.A.S.)

pH (neat)

1.4-2.6

Specific Gravity @ 21° C (70° F)

1.30-1.35

Freezing Point (approx.)

-16°C (4°F)

Density, lbs./gal., US

10.8-11.3

Aluminum as Al, %

4.2-4.5

Aluminum as Al_2O_3 , %

8.0-8.4

Aluminum as $Al_2(SO_4)_3 \cdot 14H_2O$ (Dry Alum), %

46-49

**CITY OF LAREDO
PURCHASING DIVISION**

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications, consistency, or appearance contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with ANSI/AWWA B403-16 Standard plus an analysis data sheet of the product as reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the city of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

17.5 Cationic Polymer (Water Treatment Plants)

Chemical Composition

The cationic polymer shall contain 20% dimethyl diallyl ammonium chloride as the active ingredient such as the CAT FLOC T manufactured by Calgon Com

The cationic polymer furnished shall be suitable for treatment of water for human consumption. Pertinent documentation shall be presented to prove the non-toxic nature of the product.

Bidders must state the shelf life of the product when exposed to the elements as in the case of an outdoor fiberglass storage tank. The City of Laredo will take shipments of 48,000 pounds at a time. Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adaptors, rear hydraulic elevators, etc.)

Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

For evaluation purposes the City reserves the right to bench-test the polymers to determine their performance relative to all others. Performance shall be based on residual turbidity for a conventional jar test, under the raw water characteristics prevailing at the time of testing.

Net unit prices of cationic polymer offered in this bid shall be firm for a period of one year.

17.6 Wastewater Sludge Conditioning Polymers (Wastewater Treatment Plants)

Organic polymer, synthetic, high molecular weight, water soluble electrolytes, manufactured specifically for use in flocculants in conditioning wastewater sludge for belt filter press applications. Polymer shall be a dispersion/emulsion readily and completely soluble in water. The polymer must maintain minimum ninety percent (90%) strength for up to six months after delivery. Physical and chemical characteristics shall not change during this period.

Net unit prices of sludge conditioning polymers offered in this bid shall be firm for a period of one year.

Bid Line Items

[Save](#)
[No Bid Lines](#)
[Error Check](#)

Response Total: \$875,145.00

Response submitted

#	Specification	Quantity	UOM	Response	Extended
1	Section I -Chemical Bid Price Schedule	1	EA		\$875,145.00

Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees

*****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.*****

Package Items

#	Specification	Quantity	UOM	Response	Extended
1.1	Liquid Sodium Hydroxide (50%) Average order (47,000 lbs.)	9	Bulk (lbs)		No Bid
1.2	Liquid Sodium Hydroxide (50%) Average order (275 Gal. Tote)	9	275 Gallon Tote (Gallon)		No Bid
1.3	Liquid Sodium Hydroxide (25%) Average order (47,000 lbs.)	9	Bulk (lbs.)		No Bid
1.4	Calcium Hypochlorite Average order (40 drums)	90	100 lb. Drums		No Bid
1.5	Liquid Chlorine Average order (2,000 lbs. cylinders)	1120	2000 lb.Cylinder		No Bid
1.6	Liquid Chlorine Average order (150 lbs. cylinders)	630	150 lb Cylinder		No Bid
1.7	Liquid Aluminum Sulfate (50%) Average order (48,000 lbs.)	145	Bulk (lbs)		No Bid
1.8	Cationic Polymer Average order (45,000 lbs.) Supplier Note: Polydyne Inc. is bidding \$0.890/Lb. for Clarifloc C-308P. The price for a 45,000 Lb. bulk shipment is \$40,050.00. The price for 10 bulk deliveries is \$400,500.00.	10	Bulk (lbs.)	\$40,050.00	\$400,500.00
1.9	Anionic Polymer Average order (270 Gal. Tote) Supplier Note: Polydyne Inc. is bidding \$1.590/Lb. for Clarifloc A-210P. This Product is supplied in 2,300 Pound Totes. The price for a tote is \$3,657.00. The price for 10 is \$36,570.00.	10	270 Gallon Tote (Gallon)	\$3,657.00	\$36,570.00
1.10	Liquid Ammonium Sulfate Average order (50,000 lbs.)	50	Bulk (lbs.)		No Bid
1.11	Liquid Aluminum Sulfate with 1% Copper Sulfate Average order (48,000 lbs.)	145	Bulk (lbs.)		No Bid
1.12	Wastewater Polymer Average order (25,000 lbs.) Supplier Note: Polydyne Inc. is bidding \$1.770/Lb. for Clarifloc CE-1073. The cost of a 25,000 Lb. bulk shipment is \$44,250.00. The Price for 9 of these shipments is \$398,250.00.	9	Bulk (lbs.)	\$44,250.00	\$398,250.00
1.13	Wastewater Polymer Average order (55 Gal. drums) Supplier Note: Polydyne Inc. is bidding \$1.770/Lb. for Clarifloc C-6266. This product is shipped in 450 pounds drums. The price for each drum is \$796.50. The cost for 50 drums is \$39,825.00.	50	55 gallon drum	\$796.50	\$39,825.00
1.14	Liquid Ammonium Sulfate (38%-40%) Average order (48,000 lbs.)	50	Bulk (lbs).		No Bid



< [Return to Detail](#)

FY24-095 (FY24-095 Water & Wastewater Treatment Chemicals) Issued

Response Submitted - 8/6/2024 03:59:31 PM (ET)

Closing in 2 days 2 hours 22 seconds

[Add Photo](#)



[Event Details](#) [Questions](#) [Attachments](#) [Attributes](#) [Line Items](#) [Response Attachments](#) [Response Submission](#)

Supplier Response Summary

Response Total: \$875,145.00

General/Corporate Address

Supplier Name Polydyne Inc.

Address One Chemical Plant Rd
Riceboro, GA 31323

Phone (912) 880-2035

Fax

Contact Name

Email

Your User Profile

Title

Name Randal Vickery

Office Phone

Fax Phone

Mobile Phone

Email bids@polydyneinc.com

Digital Signature

By submitting your response, you certify that you are authorized to represent and bind your company.

Your Full Name: Randal Vickery Your Email Address: bids@polydyneinc.com

Bid Attributes

Save Save & Next Error Check

Response Total: \$875,145.00

Attributes 1 - 30 shown of 45 • Page 1 of 2 shown

1 2 ▶▶

Section 176.006 of the Local Government Code, Chapter 176, Local Government Code, requires that a person who becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

12 Conflict of Interest Questionnaire

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

* Yes ▼

13 Construction Contract

Construction Contract Requires Acknowledgement

* Acknowledge

14 Disclosure Form

For details on use of this form, see Section 4.01 of the City's Ethics Code.

15 This is a

* Update to previous submission ▼

16 Question 1. Name of person submitting this disclosure form

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

* William B. Stanley, Sr. Vice-President of Polydyne Inc

17 Question 2. Contract Information

Please include the following: a) Contract or Project Name b) Originating Department

* FY24-095 Water & Wastewater Treatment Chemicals: Utilities Department

18 Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)

* Polydyne Inc. is submitting a bid for FY 24-095 Water & Wastewater Treatment Chemicals that was issued by the City of Laredo

19 Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.

* It applies to my business ▼

20 Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

Polydyne Inc. is a wholly-owned subsidiary of SNF Holding Company.

21 Question 5. List any individuals or entities that will be subcontractors on this contract

* Not Applicable ▼

22 Question 5. List any individuals or entities that will be subcontractors on this contract

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

Maximum 4000 characters allowed

23 Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract

* Not Applicable ▼

24 Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

Maximum 4000 characters allowed

25 Question 7. Disclosure of political contributions

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

* Not Applicable ▼

26 Question 7. Disclosure of political contributions

If you selected Not Applicable on question 7 please skip this section. If it applies to you, please list all contributors in this section.

Maximum 4000 characters allowed



FY24-095 (FY24-095 Water & Wastewater Treatment Chemicals)

Issued

NOT SUBMITTED - To complete your response, you must click 'Submit Response' in the Response Submission tab.

Closing in 2 days 4 hours 17 minutes 29 seconds



Event Details Questions Attachments Attributes Line Items Response Attachments Response Submission

Bid Attributes

Save Save & Next Error Check

Response Total: \$0.00

Attributes 1 - 30 shown of 45 • Page 1 of 2 shown

1 2 ▶▶

Save successful: 8/6/2024 01:42:09 PM (ET)

Attribute

1 Award by Item

This contract will be awarded by item to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code.

☒ Yes

2 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct."

3 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

* Polydyne Inc. / Boyd Stanley, Sr. Vice-President: (800) 848-7659 Option 2

4 State how long under has the business been in its present business name

* In excess of 28 years

5 If applicable, list all other names under which the Business identified above operated in the last five years

* Not Applicable

6 State if the Company is a certified minority business enterprise

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

7 Questions Part 1

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

* No litigation is pending against Polydyne Inc. Polydyne Inc. has not been deemed "not responsive" for any contract award. Polydyne Inc. has not been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from bidding, proposing or contracting. No circumstances exist that would disqualify Polydyne Inc. for award of a

8 Questions Part 2

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

* Polydyne Inc. is not in arrears, in debt or a defaulter. No liquidated damages or penalty provisions have been assessed against Polydyne Inc.

9 State if the Company is a certified minority business enterprise

* This company is not a certified minority business

10 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member. 9. Historic District Land Board Member. 10. Ethics Commission Board Member. 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member. If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1233.



FY24-095 (FY24-095 Water & Wastewater Treatment Chemicals)

Issued

NOT SUBMITTED - To complete your response, you must click 'Submit Response' in the Response Submission tab.

Closing in 2 days 4 hours 17 minutes 18 seconds



Event Details Questions Attachments Attributes Line Items Response Attachments Response Submission

Bid Attributes

Save Error Check

Response Total: \$0.00

Attributes 31 - 45 shown of 45 • Page 2 of 2 shown

1 2

Save successful: 8/6/2024 01:42:09 PM (ET)

Attribute

31 Question 10. No Contact with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☒ I have read and understand this section

32 Question 11. Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☒ I have acknowledge that I have been advised

33 Question 11. Oath

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

- 1.) Boyd Stanley
- 2.) Sr. Vice-President
- 3.) Polydyne Inc.

34 Question 12. Oath

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

☒ I swear or affirm information is correct

35 Company Information Questionnaire

☒ I have completed this section

36 Conflict of Interest Questionnaire

☒ I have completed this section

37 Non-Collusive Affidavit

☒ I have completed and included this form

38 Discretionary Contracts Disclosure

☒ I have completed this section

39 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tcc/1295-Info.htm>. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☒ I will comply with this form

40 Terms and Conditions for Request for Bids

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.



FY24-095

**Chemtrade Chemicals US LLC
Supplier Response**

Event Information

Number: FY24-095
Title: FY24-095 Water & Wastewater Treatment Chemicals
Type: Request For Bid
Issue Date: 7/22/2024
Deadline: 8/8/2024 05:00 PM (CT)
Notes: *****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. *****

Contact Information

Contact: Enrique Aldape III
Address: Purchasing Division

(
Public Works Service Center
5512 Thomas Avenue
Laredo, TX 78041

Phone: 956 (794) 1733
Fax: 956 (790) 1805
Email: ealdape@ci.laredo.tx.us

Chemtrade Chemicals US LLC Information

Contact: Beth Ryno
Address: 90 East Halsey Road, Suite 200
Parsippany, NJ 07054
Phone: (800) 441-2659
Email: bids@chemtradelogistics.com
Web Address: www.ChemtradeLogistics.com

By submitting your response, you certify that you are authorized to represent and bind your company.

PARUL KACHHIA-PATEL

Signature

bids@chemtradelogistics.com

Email

Submitted at 8/8/2024 09:57:20 AM (CT)

Supplier Note

Bid document along with required forms are attached.

Response Attachments

Laredo, TX.pdf

Bid document along with required forms are attached.

Bid Attributes

1 Award by Item

This contract will be awarded by item to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

☒ Yes

2 Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

3 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

CHEMTRADE CHEMICALS US LLC, PARUL KACHHIA-PATEL, MARKETING SPECIALIST, 800-441-2659

4 State how long under has the business been in its present business name

10+

5 If applicable, list all other names under which the Business identified above operated in the last five years

NONE

6	<p>State if the Company is a certified minority business enterprise</p> <p>The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.</p>
7	<p>Questions Part 1</p> <p>1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?</p> <p>1. YES, 2. NO, 3. NO, 4. NO, 5. NO</p>
8	<p>Questions Part 2</p> <p>1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?</p> <p>1. NO 2. NO 3. NO</p>
9	<p>State if the Company is a certified minority business enterprise</p> <p>This company is not a certified minority business</p>
10	<p>Conflict of Interest Disclosure</p> <p>A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.</p>
11	<p>Conflict of Interest Questionnaire Form CIQ</p> <p>For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>

1 2	Conflict of Interest Questionnaire Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response? <input type="text" value="Yes"/>
1 3	Construction Contract Construction Contract Requires Acknowledgement <input checked="" type="checkbox"/> Acknowledge
1 4	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
1 5	This is a <input type="text" value="New Submission"/>
1 6	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <input type="text" value="PARUL KACHHIA-PATEL"/>
1 7	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department <input type="text" value="FY 24-095 WATER & WASTEWATER TREATMENT CHEMICALS"/>
1 8	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <input type="text" value="CHEMTRADE CHEMICALS US LLC"/>
1 9	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3. <input type="text" value="It applies to my business"/>
2 0	Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3 If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section. <input type="text" value="CHEMTRADE CHEMICALS CORPORATION (PARENT), CHEMTRADE WEST US LLC, CHEMTRADE SOLUTIONS LLC, CHEMTRADE SULFATE CHEMICALS INC. (SUBSIDIARIES) WASTERSIDE UTRON RENEWAL CORPORATION, GENTEK CHEMICAL HOLDING INC. (SUBSIDIARIES)"/>
2 1	Question 5. List any individuals or entities that will be subcontractors on this contract <input type="text" value="It applies to my business"/>
2 2	Question 5. List any individuals or entities that will be subcontractors on this contract If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section. <input type="text" value="R & L CARRIER & GROENDYKE TRANSPORT (ONLY SUBCONTRACTING IS FOR TRANSPORT OF CHEMICALS)"/>

2 3	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <div style="border: 1px solid black; padding: 2px; width: fit-content;">Not Applicable</div>
2 4	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract. <div style="border: 1px solid black; padding: 2px;">No response</div>
2 5	Question 7. Disclosure of political contributions List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner or officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) <div style="border: 1px solid black; padding: 2px; width: fit-content;">Not Applicable</div>
2 6	Question 7. Disclosure of political contributions If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section. <div style="border: 1px solid black; padding: 2px;">No response</div>
2 7	Updates on contributions required Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.
2 8	Question 8. Disclosure of Conflict of Interest Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? <div style="border: 1px solid black; padding: 2px; width: fit-content;">I am not aware of any conflict of interest</div>
2 9	8. Disclosure of Conflict of Interest If you selected I am aware of conflict of interest is question 8, please list them in this section. <div style="border: 1px solid black; padding: 2px;">No response</div>
3 0	Question 9. Updates Required I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded. <input checked="" type="checkbox"/> I have read and understand this section

3 1	Question 10. No Contact with City Officials or Staff during Contract Evaluation I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration. <input checked="" type="checkbox"/> I have read and understand this section
3 2	Question 11. Conflict of Interest Questionnaire (CIQ) Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary. <input checked="" type="checkbox"/> I have acknowledge that I have been advised
3 3	Question 11. Oath Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date <div style="border: 1px solid black; padding: 2px;"> PARUL KACHHIA-PATEL, MARKETING SPECIALIST CHEMTRADE CHEMICALS US LLC JULY 26, 2024 </div>
3 4	Question 12. Oath I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. <input checked="" type="checkbox"/> I swear or affirm information is correct
3 5	Company Information Questionnaire <input checked="" type="checkbox"/> I have completed this section
3 6	Conflict of Interest Questionnaire <input checked="" type="checkbox"/> I have completed this section
3 7	Non-Collusive Affidavit <input checked="" type="checkbox"/> I have completed and included this form
3 8	Discretionary Contracts Disclosure <input checked="" type="checkbox"/> I have completed this section

3 9 **Certificate of Interested Parties (Form 1295)**

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46, Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☒ I will comply with this form

4 0 **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Enrique Aldape III 5512 Thomas Ave, Laredo, TX 78041 ealdape@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) **Protest Procedures:** The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512

Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.

(b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

a) **ANNUAL SUPPLY/SERVICE CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

(a) This contract will be awarded to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) **Title & Risk of Loss:** The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.

2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.

3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

4. Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

11.0 ENTIRE AGREEMENT

(a) All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

12.0 PAYMENT & INVOICING

(a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.

(b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.

(c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE AND LICENSURE

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER 1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CHAPTER 137: COMPLIANCE AND PROFESSIONALISM

SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS

§137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT

(a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers.

Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.

☒ I Agree to the Terms and Conditions

4 Insurance Terms and Conditions

1

INSURANCE REQUIREMENTS If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

(a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.

(b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

(d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.

(e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

(f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.

(g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.

(h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.

(i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.

(j) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.

(k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.

(l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

☒ I agree my insurance meets minumum requirements

4 Disqualification & Debarment Certification

2 DISQUALIFICATION & DEBARMENT CERTIFICATION By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☒ I certify to the terms and conditions

4
3 **Contract Requirements**

1.CODE OF ETHICS ORDINANCE Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.

1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) ****Upon Award of RFP Only****

1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm> In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

Changes to Form 1295:

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☒ I have read and understand this section

4	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. <input checked="" type="checkbox"/> I have read and understand this section
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4	Electronic Pricing & Manual Bid Pricing *****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. ***** <input checked="" type="checkbox"/> Yes
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Bid Lines

1	Package Header Section I –Chemical Bid Price Schedule Note: Unit price shall include freight charges, fuel charges, and HAZ-Mat Fees *****If the bidder submits both an electronic bid and a properly completed manual bid, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. ***** Quantity: <u> 1 </u> UOM: <u> EA </u> Total: \$2,299,136.00 Package Items	
	1.1 Liquid Sodium Hydroxide (50%) Average order (47,000 lbs.) Quantity: <u> 9 </u> UOM: <u> Bulk (lbs) </u>	No Bid
	1.2 Liquid Sodium Hydroxide (50%) Average order (275 Gal. Tote) Quantity: <u> 9 </u> UOM: <u> 275 Gallon Tote (Gallon) </u>	No Bid
	1.3 Liquid Sodium Hydroxide (25%) Average order (47,000 lbs.) Quantity: <u> 9 </u> UOM: <u> Bulk (lbs.) </u>	No Bid
	1.4 Calcium Hypochlorite Average order (40 drums) Quantity: <u> 90 </u> UOM: <u> 100 lb. Drums </u>	No Bid
	1.5 Liquid Chlorine Average order (2,000 lbs. cylinders) Quantity: <u> 1120 </u> UOM: <u> 2000 lb.Cylinder </u>	No Bid

1.6 Liquid Chlorine

Average order (150 lbs. cylinders)

Quantity: 630 UOM: 150 lb Cylinder**No Bid****1.7 Liquid Aluminum Sulfate (50%)**

Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs) Price: \$4,540.80 Total: \$658,416.00

Supplier Notes: PRICING IS BASED ON 48,000 LBS ORDERS (\$0.0946 X 48,000 LBS =\$4540.80 PER ORDER) \$4540.80 PER ORDER X 145 ORDERS = \$658,416.00. UNIT PRICE IS \$0.0946/LIQ LB. BASED ON FULL TRUCKLOAD QUANTITIES

1.8 Cationic Polymer

Average order (45,000 lbs.)

Quantity: 10 UOM: Bulk (lbs.)**No Bid****1.9 Anionic Polymer**

Average order (270 Gal. Tote)

Quantity: 10 UOM: 270 Gallon Tote (Gallon)**No Bid****1.10 Liquid Ammonium Sulfate**

Average order (50,000 lbs.)

Quantity: 50 UOM: Bulk (lbs.) Price: \$7,900.00 Total: \$395,000.00

Supplier Notes: PRICING IS BASED ON 50,000 LBS ORDER (\$0.158 X 50,000 LBS =\$7,900.00 PER ORDER). \$7,900 PER ORDER X 50 ORDERS= \$395,000.00. UNIT PRICE IS \$0.158/LIQ LB. BASED ON FULL TRUCKLOAD QUANTITIES.

1.11 Liquid Aluminum Sulfate with 1% Copper Sulfate

Average order (48,000 lbs.)

Quantity: 145 UOM: Bulk (lbs.) Price: \$5,976.00 Total: \$866,520.00

Supplier Notes: PRICING IS BASED ON 48,000 LBS ORDER (0.1245 X 48,000 LBS = \$5,976.00 PER ORDER). \$5,976 PER ORDER X 145 ORDERS = \$866,520.00. UNIT PRICE IS \$0.1245/LIQ LB. BASED ON FULL TRUCKLOAD QUANTITIES. PRODUCT BEING BID ON IS CHEMTRADE'S CLAR+ION CS4.

1.12 Wastewater Polymer

Average order (25,000 lbs.)

Quantity: 9 UOM: Bulk (lbs.)**No Bid****1.13 Wastewater Polymer**

Average order (55 Gal. drums)

Quantity: 50 UOM: 55 gallon drum**No Bid****1.14 Liquid Ammonium Sulfate (38%-40%)**

Average order (48,000 lbs.)

Quantity: 50 UOM: Bulk (lbs) Price: \$7,584.00 Total: \$379,200.00

Supplier Notes: PRICING IS BASED ON 48,000 LBS ORDER (\$0.158 X 48,000 LBS = \$7,584.00). \$7,584 PER ORDER X 50 ORDER = \$379,200.00. UNIT PRICE IS \$0.158/LIQ LB. BASED ON FULL TRUCKLOAD QUANTITIES.

Response Total: \$2,299,136.00

CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**WATER & WASTEWATER TREATMENT CHEMICALS
UTILITIES DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until 5:00 P.M. on August 8, 2024; and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY24-095**

Bids can be downloaded and submitted through Cit-E-Bid:

<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:

City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

**CITY OF LAREDO
PURCHASING DIVISION**



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Request for Bids and other contract provisions for awarding a two-year contract for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.ci.laredo.tx.us or through <https://cityoflaredo.ionwave.net/Login.aspx> Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on August 8, 2024, and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.

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**Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY24-095**

Bids can be downloaded and submitted through **Hand Delivered:**

Cit-E-Bid:

<https://cityoflaredo.ionwave.net/Login.aspx>

City of Laredo – City Secretary
C/O Mario I. Maldonado Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all bids, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 19th DAY OF JULY 2024.

for: Angelica Arispe
Mario I. Maldonado Jr.
City Secretary

**CITY OF LAREDO
PURCHASING DIVISION**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

**CITY OF LAREDO
PURCHASING DIVISION**

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:

CITY OF LAREDO PURCHASING AGENT

5512 Thomas Ave,
Laredo, TX 78041

or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

- (a) **Protest Procedures:** The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

**CITY OF LAREDO
PURCHASING DIVISION**

9.0 INTENT OF CONTRACT

- a) **ANNUAL SUPPLY/SERVICE CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.

The City's obligation for performance of an annual supply contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

10.0 AWARD OF CONTRACT

- (a) This contract will be awarded by items to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:
"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) **Title & Risk of Loss:** The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 3. The contractor makes an unauthorized assignment for the benefit of any contractor.
- Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30-day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and
PO. Box 210
Laredo, Texas 78042.

**CITY OF LAREDO
PURCHASING DIVISION**

- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquires on payment status or general billing questions please contact:

Jorge J. Jolly,
Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St.
Laredo, TX 78040.

12.0 INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Pollution Liability insurance with minimum limits of \$1,000,000.00 per occurrence.
- (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - 2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 - 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
 - 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
 - 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
 - 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.

**CITY OF LAREDO
PURCHASING DIVISION**

9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
- (j) **Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.**
- (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
- (l) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

13.0 CONTRACT REQUIREMENTS

13.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

13.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

13.3 NON-COLLUSIVE AFFIDAVIT (Attached)

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

13.4 CONTRACT DISCLOSURE FORMS (Attached)

The City of Laredo requires the following forms to be completed as a part of this bid for consideration;

1. Company Information Questionnaire,
2. Signed Price Schedule,
3. Conflict of Interest Questionnaire,
4. Non-Collusive Affidavit
5. Discretionary Contracts Disclosure
6. Certificate of Interested Parties (Form 1295) ****Upon Award of Bid Only****

13.5 CONFLICT OF INTEREST FORMS (Attached)

Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

13.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

Certificate of Interested Parties (Form 1295)

**CITY OF LAREDO
PURCHASING DIVISION**

Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this will result in the cancellation of the contract.

14.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this Statement of Qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification.

Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

CITY OF LAREDO
PURCHASING DIVISION

Formal Invitation for Bids
Water & Wastewater Treatment Chemicals

- 15.0 Scope of Work**
Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for the purchase of chemicals used for water and wastewater treatment for the Utilities Department. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>
- 15.1** The City of Laredo Water & Wastewater Department is requesting bids for the enclosed list of chemicals. All specification questions for this bid shall be directed to the following Utilities Department point of contacts:

Wastewater Treatment - Mr. Tomas Hernandez at (956) 721-2022 or by email thernandez@ci.laredo.tx.us or Mr. Daniel Villagran, at (956) 721-2022 or by email dvillagran@ci.laredo.tx.us

Water Treatment – Mr. Rolando San Miguel at (956) 795-2620 or by email rsanmiguel2@ci.laredo.tx.us or Mr. Erik D. Taboada at (956) 795-2620 or by email etaboada@ci.laredo.tx.us
- 15.2** All questions for this bid shall be submitted through Cit-E-Bid no later than 2:00 PM July 26, 2024.
- 15.3** The quantities listed on the attached sheets are approximate quantities for the period of one year.
- 15.4** The City of Laredo reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to the City of Laredo.
- 15.5** The City of Laredo reserves the right to cancel contract upon thirty (30) days written notice if bidder fails to conform to the terms and conditions as stated in these specifications.
- 15.6** Prospective bidders must prove beyond any doubt to the City Purchasing Agent that they are duly qualified and capable to fulfill and abide by the specifications herein listed.
- 15.7** Bidders are required to submit their proposals upon the following expressed conditions:
When contractors cannot abide by the terms and conditions in fulfilling their contracts, contractor must supply the materials from other sources at the contract price. If contractor delays in providing the service or supplies, i.e., chemicals, the City of Laredo reserves the right to purchase on the open market and charge the contractor the difference between the contract price and the purchase price.
- 15.8** All chemicals in bidder's specifications must comply with contract and are to be equal to or better in all respect.
- 15.9** All chemicals will be purchased on a per-need basis. Purchase orders will be issued to the successful bidder for each order. All invoices must have purchase order number and authorized signature to process for payment.
- 15.10** All chemicals purchased by the City of Laredo, for Water and Wastewater Department must comply with all government state and federal regulations. Except for chemicals used specifically in wastewater applications, the successful bidder shall submit an affidavit of compliance with all pertinent A.W.W.A. specifications.
- 15.11** Bid price shall be given per pound or per gallon of product, **FOB freight included**, Laredo, Texas. Where applicable, bidders shall state the product concentration as well as the active ingredient concentration, if different from that specified. For bid evaluation purposes the City reserves the right to recalculate the price of the chemical to reflect the specified concentrations.

**CITY OF LAREDO
PURCHASING DIVISION**

- 15.12 Method of delivery shall have all necessary safety equipment, appropriate unloading equipment, and sufficient manpower to provide for proper unloading of product and materials without the assistance of City of Laredo personnel. Unloading of chemical units will be the sole responsibility of the company delivery personnel and the delivery company will be liable for any damages to City property.

Ship to Locations: Jefferson Water Treatment Plant, El Pico Water Treatment Plant, Zacate Wastewater Treatment Plant, Unitec WWTP, Penitas WWTP, Lar-Colombia WWTP, South Laredo WWTP and the North Laredo WWTP. Addresses will be provided upon award of contract.

- 15.13 Should a major spill occur due to the negligence of the person in charge of delivering the product, all costs of product lost from shipment (or any amount lost from storage tanks should they be affected) will be encumbered by the product supplier, namely the awarded vendor.

16.0 DEFINITIONS

16.1 Buyer - The City of Laredo, Purchasing Division is herein called the buyer.

16.2 Supplier - The company from which chemicals will be purchased is hereinafter called the supplier.

16.3 ANSI/NSF - American National Standards Institute/National Sanitation Foundation. Standard 60 shall apply to all chemicals to be directly added to public water supplies. Standard 61 shall apply to all chemicals to be indirectly added to public water supplies.

17.0 Chemical Specifications

17.1 Liquid Sodium Hydroxide (NaOH) 50% Concentration (Water Treatment Plants)

Chemical Composition

Liquid sodium hydroxide (NaOH) shall have a concentration of 50% in weight and comply with the latest edition of ANSI/AWWA B501-19 Standard for Caustic Soda.

Liquid sodium hydroxide 50% concentration offered in this proposal is in complete compliance with current City of Laredo Standards and Specifications.

Net unit price of Liquid sodium hydroxide 50% concentration offered in this bid shall be firm for a period of one year.

17.2 Calcium Hypochlorite (CaCl₂O₂) (Wastewater Treatment Plants)

This specification covers Calcium Hypochlorite to be used as a disinfectant in the treatment of wastewater.

General Requirements: Except as otherwise modified or supplemented herein, material furnished shall meet the latest edition of ANSI/AWWA B300-18 Standard. Calcium Hypochlorite should contain 70 percent available chlorine.

Net price of Calcium Hypochlorite must include any Haz Mat fees and any other associated fees required to meet State and Federal codes.

Delivery will be made in truckloads of 100 lb. containers as required by City of Laredo, Water & Wastewater Department. The City will consider buying HTH in 50 lb. containers if available. Write in any other size proposed.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapters, rear hydraulic elevators, etc.) Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

**CITY OF LAREDO
PURCHASING DIVISION**

Calcium Hypochlorite offered in this proposal is in complete compliance with current Laredo Water & Wastewater Department Standards and Specifications.

Net unit price of Calcium Hypochlorite offered in this bid shall be firm for a period of one year.

17.3 Liquid Chlorine (Cl) (Water Treatment Plants & Wastewater Treatment Plants)

Liquefied Chlorine shall meet the latest edition of ANSI/AWWA B301-18 Standard for liquid chlorine and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede.

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications contained herein or any shipment that has been damaged in transit.

Successful bidder is responsible to safely unload full cylinders and load empty cylinders.

Successful bidder will be required to furnish Liquefied Chlorine in one-ton containers and keep an inventory of not less than 16 full one-ton containers at all times for delivery to the Laredo Waterworks System at Laredo, Texas within 24 hours in case of emergency.

Successful bidder will deliver one-ton containers in a self-unloading trailer and the City shall have the option of splitting the load among various locations where chlorine is used.

Successful bidder shall periodically inspect one-ton containers and furnish evidence of such inspection. Provide pressure test results certification for all cylinders delivered to Utilities Divisions / Facilities. Cylinders shall be painted on the outside with aluminum paint.

The successful bidder will be required to abide by the rules and regulations of the Wastewater Treatment Plant's Accidental Release and Prevention Program (USEPA 40 CFR 68 – Chemical Accident Prevention Provisions)

Net price of Liquid Chlorine must include any rental of equipment fees, Haz Mat fees, and any other associated fees required to meet State and Federal Codes.

Net unit price of Liquid Chlorine offered in this bid shall be firm for a period of one year.

Note: Bidder must bid on the same commodity in 150 lb. bottles (see price schedule)

17.4 Liquid Aluminum Sulfate (AL₂O₃.S₂) 50% (Water Treatment Plants)

Liquid Aluminum Sulfate shall have a concentration of 50% by weight and comply with latest edition of ANSI/AWWA B403-16 and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide only. Aluminum trihydroxide recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from any odors.

The material shall meet the following chemical and physical properties:

Aqueous solution of aluminum sulfate

10043-01-3 (C.A.S.)

pH (neat)

1.4-2.6

Specific Gravity @ 21° C (70° F)

1.30-1.35

Freezing Point (approx.)

-16°C (4°F)

Density, lbs./gal., US

10.8-11.3

Aluminum as Al, %

4.2-4.5

Aluminum as Al₂O₃, %

8.0-8.4

Aluminum as Al₂(SO₄)₃·14H₂O (Dry Alum), %

46-49

**CITY OF LAREDO
PURCHASING DIVISION**

The City of Laredo shall have the right to reject any shipment that fails to meet the specifications, consistency, or appearance contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with ANSI/AWWA B403-16 Standard plus an analysis data sheet of the product as reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the city of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

17.5 Cationic Polymer (Water Treatment Plants)

Chemical Composition

The cationic polymer shall contain 20% dimethyl diallyl ammonium chloride as the active ingredient such as the CAT FLOC T manufactured by Calgon Com

The cationic polymer furnished shall be suitable for treatment of water for human consumption. Pertinent documentation shall be presented to prove the non-toxic nature of the product.

Bidders must state the shelf life of the product when exposed to the elements as in the case of an outdoor fiberglass storage tank. The City of Laredo will take shipments of 48,000 pounds at a time. Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adaptors, rear hydraulic elevators, etc.)

Unloading will be the sole responsibility of the truck driver and any damages to the City property caused by negligence of the driver will be charged to the successful bidder.

For evaluation purposes the City reserves the right to bench-test the polymers to determine their performance relative to all others. Performance shall be based on residual turbidity for a conventional jar test, under the raw water characteristics prevailing at the time of testing.

Net unit prices of cationic polymer offered in this bid shall be firm for a period of one year.

17.6 Wastewater Sludge Conditioning Polymers (Wastewater Treatment Plants)

Organic polymer, synthetic, high molecular weight, water soluble electrolytes, manufactured specifically for use in flocculants in conditioning wastewater sludge for belt filter press applications. Polymer shall be a dispersion/emulsion readily and completely soluble in water. The polymer must maintain minimum ninety percent (90%) strength for up to six months after delivery. Physical and chemical characteristics shall not change during this period.

Net unit prices of sludge conditioning polymers offered in this bid shall be firm for a period of one year.

**CITY OF LAREDO
PURCHASING DIVISION**

Pre-qualification - The City reserves the right to pre-qualify any and all products offered for this bid. Bidders will be required to perform jar testing using their recommended product and provide the testing results to owner. In addition, bidders must provide desired chemical in five gallon pails for in-house testing. At the City's desire, a pilot test or full-scale test shall be conducted to determine the most advantageous product for the City. Should product testing become necessary, the City will prepare and will issue guidelines and additional requirements.

Shipping:

A. The polymer shall be shipped via tank trucks with a minimum loading of 2000 gallons and a maximum loading of 5000 gallons per shipment.

B. The City Of Laredo reserves the option of shipment in 55 gallons drums or by the truck loads.

Delivery trucks must carry their own unloading equipment (air compressors, pumps, hoses, adapter, rear hydraulic elevators, etc.) unloading will be the sole responsibility of the truck driver and any damages to the City property caused by the negligence of the driver will be charged to the successful bidder. Pricing shall be F.O.B., City of Laredo Southside and North Laredo Wastewater Treatment Plants.

17.7 Anionic Polymer (Water Treatment Plants & Wastewater Treatment Plants)

Chemical to be used in wastewater for odor control is to be shipped and received in 270 gallon totes. Must meet the American Water Works Association specifications; latest standard version. Anionic Polymer shall contain a liquid physical state (straw colored liquid), with a boiling point of 100 degrees C and a specific gravity (H2=1)—1.02 – 1.04. The truck driver shall perform the unloading and transfer of the chemical into specialized storage tanks without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from that shipment (or any amount lost from storage tanks) and/or any soil remediation requirements affected will be encumbered by the product supplier, namely the successful bidder.

Net unit prices of anionic polymer offered in this bid shall be firm for a period of one year.

17.8 Liquid Ammonium Sulfate (H₃N₂O₄S) (Water Treatment Plants)

The material shall be commonly known as Liquid Ammonium Sulfate (LAS). The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion resistant materials. ANSI/AWWA B302-16 Standard for Ammonium Sulfate and NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects, latest edition. In the event of conflict between AWWA and NSF/ANSI Standards, NSF/ANSI Standards will supersede. The material shall be provided with Affidavit of Compliance or Certified Analysis as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance to NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects.

The material shall meet the following chemical and physical properties:

Weight % dry salt.....38-40
% available ammonia.....10%
Specific Gravity.....1.20-1.23
pH.....2.0-5.0
Soluble Iron.....<30 mg/l
Insoluble Matter.....<0.01 wt%
Freeze Point.....<10 deg. F

Appearance.....Clear, colorless to faint yellow

Liquid ammonium sulfate shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the ammonium sulfate.

**CITY OF LAREDO
PURCHASING DIVISION**

The vendor shall conduct training classes in the handling and safety of Liquid Ammonium Sulfate at the plant site, at the request of the Plant Superintendent. The training shall meet all of the requirements of the Hazard Communications Act.

Packaging and shipping of Liquid Ammonium Sulfate shall be in accordance with current federal, state and local regulations. The tanks shall be suitable materials that will not be affected by the properties of the liquid. Tank trucks shall be in suitable condition for hauling liquid ammonium sulfate and shall not contain any substances that might affect the use of usefulness of the product in treating water for human consumption.

Copies of certified lab showing compliance with all listed specifications shall be provided with each order of product. A current copy of the NSF/ANSI Standard 60 certificate shall be included in the bid packet for the product described. Additionally, each bill of lading shall bear the NSF Stamp.

Net unit prices of liquid ammonium sulfate offered in this bid shall be firm for a period of one year.

17.9 Liquid Aluminum Sulfate 50% with 1% Copper Sulfate (Water Treatment Plants)

Liquid Aluminum Sulfate with 1% Copper Sulfate shall have a concentration of 50% by weight and comply with the latest edition of ANSI/AWWA B403-16 Standard for Aluminum Sulfate and contain less than 25 mg/L total organic carbon (TOC) and less than 50 mg/L iron for such concentration. Liquid Aluminum Sulfate shall be made from aluminum trihydroxide (ATH) only. Aluminum trihydroxide (ATH) recovered from manufacturing and refinery waste streams is not acceptable. Liquid aluminum sulfate shall be watery clear white to clear in color. The liquid aluminum sulfate shall be free from all odors.

The material shall meet the following chemical and physical properties:

Aluminum sulfate mixture

10043-01-3 / 7758-99-8 (C.A.S.)

pH (neat)	2.4-2.7
Specific Gravity @ 21° C (70° F)	1.29-1.32
Freezing Point (approx.)	-16°C (3°F)
Density, lbs./gal., US	10.8-11.0
Aluminum as Al, %	4.1-4.3
Aluminum as AL ₂ O ₃ , %	7.7-8.1
Copper (II) Sulfate Pentahydrate, %	0.8-1.2
Soluble Cupric Iron (CU +2), %	0.20-31

- Needs to be EPA Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) Certification (EPA Website)
- Needs to ship from Texas
- Must respond within 48 hours
- Must be able to have same day and overnight shipping
- Aluminum Sulfate shall be made from Hydrate Alumina. Bauxite Aluminum Sulfate will not be accepted

The City of Laredo shall have the right to reject any shipment that fails to meet the requirements and specifications contained herein.

The product bid must be quoted on a 50% weight aluminum sulfate base.

At the request of the City, the successful bidder shall submit an affidavit of compliance with all pertinent and latest edition AWWA Standards plus an Affidavit of Compliance and analysis data sheet of the product as

**CITY OF LAREDO
PURCHASING DIVISION**

reported by a commercial laboratory other than the manufacturer. All invoices must be adjusted to real concentrations of product delivered.

The successful bidder will be required to furnish 50% Liquid Aluminum Sulfate in bulk by trucks carrying their own delivery equipment such as pumps, compressor and hoses. The truck driver shall perform the unloading operation without assistance (under normal circumstances) and insure that no spills occur during such operation. Should a major spill occur due to negligence of the person in charge of delivering the product, all costs of product lost from the shipment (or any amount lost from storage tanks should then be affected) will be encumbered by the product supplier, namely the successful bidder.

Successful bidder shall be required to keep an inventory of no less than 44,000 lbs. of product at all times for delivery to the City of Laredo within 24 hours in case of an emergency.

Net unit price of Liquid Aluminum Sulfate offered in this bid shall be firm for a period of one year.

18.0 Insurance Requirements

The successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in section 12.0 of these specifications. Contractor(s) shall keep a current certificate of insurance in the City of Laredo Purchasing Division at all times and shall immediately report any changes to the Purchasing Office Administration.

19.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date. This contract will shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

20.0 Award of Contract

This contract will be awarded by items to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is: *"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."*

**CITY OF LAREDO
PURCHASING DIVISION**

Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable.

20.1 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

21.0 Price Adjustment*****

The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. A written notice stipulating in detail the price revision must be furnished to the City no less than 30 days before revised prices go into effect. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to ealdape@ci.laredo.tx.us

22.0 Termination

This contract shall be for an initial period of two years or twenty-four months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party: Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

23.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Company Information Questionnaire

Conflict of Interest Questionnaire

Non-Collusive Affidavit

Discretionary Contract Disclosure

Form 1295

CITY OF LAREDO
PURCHASING DIVISION

24.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct".

Name of Offeror (Business) CHEMTRADE CHEMICALS US LLC

Signature *Parul Kachhia Patel*
of person authorized to sign bid

Date JULY 25, 2024

Print Name PARUL KACHHIA-PATEL
of person authorized to sign bid

Title: MARKETING SPECIALIST

Business Address: 90 EAST HALSEY ROAD, SUITE 200

City, State, Zip Code: PARSIPPANY, NJ 07054

Telephone Number: 800-441-2659

Fax Number: 973-515-4461

Contact Person Email Address: bids@chemtradelogistics.com

Federal Tax ID Number: 74-3104940

Bidders Principal/Corporate Place of Business Address: 90 EAST HALSEY ROAD, SUITE 200, PARSEPPANY, NJ 07054

Indicated Status of Business:

Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other: ☒ X

If other state business status: LIMITED LIABILITY CO

State how long under its present business name: 10+

If applicable, list all other names under which the Business identified above operated in the last five years.

NONE

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

**CITY OF LAREDO
PURCHASING DIVISION**

Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No.

Is any litigation pending against the Business? Yes / No.

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No.
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No.

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No.

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No.

Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business in default? Yes / No.

Is the Business in arrears in any contract or debt? Yes / No.

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No.

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No.

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB): Yes No Disadvantaged Business Enterprise (DBE): Yes No

Small Disadvantaged Business Enterprise (SDBC) Yes No Other: Please specify

This company is not a certified minority business: ☒

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

**CITY OF LAREDO
PURCHASING DIVISION**

25.0 Tab B Price Schedule

25.1 Section I: Chemical Bid Price Schedule – Unit price must include freight charges, fuel charges, and HAZ-MAT fees.

Item	Chemical	Unit of Measure	Est./Qry./Year	Unit Price	Ext. Price
1	Liquid Sodium Hydroxide (50%)	47,000 Lbs.	9	\$ NO BID	\$
2	Liquid Sodium Hydroxide (50%)	275 Gal. Tote	9	\$ NO BID	\$
3	Liquid Sodium Hydroxide (25%)	47,000 Lbs.	9	\$ NO BID	\$
4	Calcium Hypochlorite	100 Lbs. Drum	90	\$ NO BID	\$
5	Liquid Chlorine	2,000 lbs. Cylinder	1,120	\$ NO BID	\$
6	Liquid Chlorine	150 lbs. Cylinder	630	\$ NO BID	\$
7	Liquid Aluminum Sulfate (50%)	48,000 Lbs.	145	* \$ 4540.80	\$ 658,416.00
8	Cationic Polymer (C-308)	45,000 Lbs.	10	\$ NO BID	\$
9	Anionic Polymer	270 Gal. Tote	10	\$ NO BID	\$
10	Liquid Ammonium Sulfate	50,000 Lbs.	50	\$ 7,900.00	\$ 395,000.00
11	Liquid Aluminum Sulfate with 1% Copper Sulfate	48,000 Lbs.	145	* \$ 5,976.00	\$ 866,520.00
12	Wastewater Polymer	25,000 Lbs.	9	\$ NO BID	\$
13	Wastewater Polymer	55 Gallon Drum	50	\$ NO BID	\$
14	Liquid Ammonium Sulfate (38%-40%)	48,000 lbs.	50	* \$ 7,584.00	\$ 379,200.00

Company Name: CHEMTRADE CHEMICALS US LLC

Owner/President Name: SCOTT ROOK, CEO

Company Address: 90 EAST HALSEY ROAD, SUITE 200

City, State, Zip Code: PARSIPPANY, NJ 07054

Company Authorized Representative's Signature: 

Company Representative's Name: PARUL KACHHIA-PATEL, MARKETING SPECIALIST

Signature on this form indicates agreement with "Instructions to Bidder – General Terms and Conditions, pricing and all specifications listed on this document."

*****If the bidder submits both an electronic bid and a properly completed manual bid, *the Purchasing Division will use the electronic bid to determine the total bid amount of the bid.* If the bidder submits an electronic bid and a manual bid that is not complete, the Purchasing Division will use the electronic bid to determine the total bid amount of the bid. *****

CITY OF LAREDO
PURCHASING DIVISION

26.0 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** include:

1. **Mayor**
2. **Council Members**
3. **City Manager**
4. **Members of the Fire Fighters and Police Officers Civil Service Commission.**
5. **Members of the Planning and Zoning Commission.**
6. **Members of the Board of Adjustments**
7. **Members of the Building Standards Board**
8. **Parks & Leisure Advisory Committee Member,**
9. **Historic District Land Board Member,**
10. **Ethics Commission Board Member,**
11. **The Board of Commissioners of the Laredo Housing Authority**
12. **The Executive Director of the Laredo Housing Authority**
13. **Any other City of Laredo decision making board member**

If additional information is needed please contact the Purchasing Agent at 956-794-1731

CITY OF LAREDO
PURCHASING DIVISION

☒ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006,
LOCAL GOVERNMENT CODE EXISTS.
PARUL KACHHIA-PATEL

Name

Signature

Date

JULY 25, 2024

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg.,
Regular Session.**

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.
CHEMTRADE CHEMICALS US LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.
NONE EXIST
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity
PARUL KACHHIA-PATEL, MARKETING SPECIALIST

JULY 25, 2024

Date

CITY OF LAREDO
PURCHASING DIVISION
AFFIDAVIT

27.0 Non-Collusive Affidavit

Project: FY24-095 WATER & WASTEWATER TREATMENT CHEMICALS

Form of Non-Collusive Affidavit

MORRIS

AFFIDAVIT

STATE OF ~~TEXAS~~ {}

COUNTY OF ~~WEBB~~ {}

NEW JERSEY

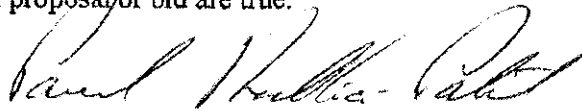
PARUL KACHHIA-PATEL

Being first duly sworn, deposes and says:

That he/she is MARKETING SPECIALIST


(a Partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or shame; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

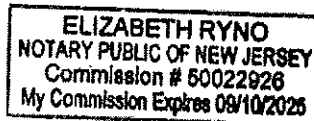


Signature of: PARUL KACHHIA-PATEL, MARKETING SPECIALIST
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 25TH day of JULY 20 24.


Notary Public

My commission expires:



CITY OF LAREDO
PURCHASING DIVISION

28.0 Discretionary Contracts Disclosure



City of Laredo
Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 4.01 of the City's Ethics Code.

*This is a ☒ New Submission or ☐ Correction or ☐ Update to previous submission.

*1. Name of person submitting this disclosure form:

PARUL

KACHHIA-PATEL

First

M.I. Last

Suffix

*2. Contract Information:

a) Contract or Project name(s): FY24-095 WATER & WASTEWATER TREATMENTS CHEMICALS

b) Originating Department(s): UTILITIES DEPT.

*3 Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)

CHEMTRADE CHEMICALS US LLC
PARUL KACHHIA-PATEL

Name (Print)

Signature

Name (Print)

Signature

Name (Print)

Signature

Name (Print)

Signature

Name (Print)

Signature

Name (Print)

Signature

Name (Print)

Signature

Name (Print)

Signature

*4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3

**CITY OF LAREDO
PURCHASING DIVISION**

☐ Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

☒ Name of partner, parent, or subsidiary business entity(ies):

CHEMTRADE CHEMICALS CORPORATION
(100% OWNER OF CHEMTRADE CHEMICALS US LLC)

***5. List any individuals or entities that will be subcontractors on this contract.**

☐ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☒ List of subcontractors:

R & L CARRIER & GROENDYKE TRANSPORT (ONLY SUBCONTRACTING IS FOR TRANSPORT OF CHEMICALS)
(PLEASE NOTE THAT SUBCONTRACTORS MAY CHANGE DEPENDING UPON AVAILABILITY)

***6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract:

***7. Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections.

- a) Any individual seeking contract with the city (Question 3)
- b) Any owner or officer of entity seeking contract with the city (Question 3)
- c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)
- d) Any subcontractor or owner/office of subcontracting entity retained for the contract (Question 5)
- e) The spouse of any individual listed in response to (a) through (d) above
- f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these individuals.

**CITY OF LAREDO
PURCHASING DIVISION**

☐ List of contributors:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

***8. Disclosure of conflict of interest**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:

***Acknowledgements**

☒ Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☒ No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

CITY OF LAREDO
PURCHASING DIVISION

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

☒ I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

PARUL KACHHIA-PATEL

Name (Print)

Signature

Title MARKETING SPECIALIST

CHEMTRADE CHEMICALS US LLLC

JULY 25, 2024

Company or DBA

Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo
P.O. Box 579
Laredo, TX 78042-0579

**CITY OF LAREDO
PURCHASING DIVISION**

29.0 Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided, <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

Implementation of House Bill 1295

29.1 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

29.2 Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

Additional Information:

HB 1295

Certificate of Interested Parties (Form 1295)

New Chapter 46, Ethics Commission Rules:

46.1. Application

46.3. Definitions

46.5. Disclosure of Interested Parties Form

WILL BE COMPLETED UPON NOTICE OF AWARD

CITY OF LAREDO
PURCHASING DIVISION

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested party.

☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/5/2015

*****Form does not need to be notarized*****

**CITY OF LAREDO
PURCHASING DIVISION**

30.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on August 8, 2024; and all bids received will be opened and read publicly at 9:00 A.M. at the Office of the City Secretary on August 9, 2024.

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

**Bid: Water & Wastewater Treatment Chemicals – Utilities Department
FY24-095**

Bids can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

or

Hand Delivered:

City of Laredo - City Secretary
C/O Mario I. Maldonado Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE [Form CIQ]

Chapter 176 of the Texas Local Government Code requires vendors who wish to conduct business or be considered for business with a city to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (Form CIQ).

Who must complete and file CIQ form?

Every vendor doing business with the City or seeking to do business with the City must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.

Who is a vendor?

The term "vendor" includes a partnership, corporation or other legal entities, including those performing professional services. Partnerships or corporations act through individuals, but it is the partnership or corporation that is doing business with or seeking to do business with the City.

If the vendor seeking to do business with the City is a sole proprietorship, then just the name of the person who is the vendor is needed.

What triggers the requirement to file the Form CIQ?

When a vendor (or an agent of the vendor) begins (1) contract discussions or negotiations with the city or (2) submits an application, quote, response to request for proposals or bids, or anything else that could result in an agreement (contract or purchase order) with the City, Form CIQ must be completed. Whether the vendor initiates the discussion or the City initiates the discussions, Form CIQ must be completed. The monetary amount or value of the contract/purchase does not matter. The contract or purchase may involve the sale or purchase of property, goods, or services with the City of Laredo.

When does a conflict requiring disclosure exist? What has to be revealed?

- A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the City of Laredo and the vendor:
 - (1) has an employment or other business relationship with an officer of the City of Laredo, or a family member of an officer, that results in taxable income exceeding **\$2,500** during the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered; or
 - (2) has given an officer of the City of Laredo, or a family member of an officer, one or more gifts with the aggregate value of more than **\$100** in the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered
 - (3) has a family relationship with an officer of the City of Laredo.

What family relationships create a conflict?

A "family member" is a person related to another person within the first degree by consanguinity (blood) or affinity (marriage), as described by Subchapter B, Chapter 573, Texas Government Code. The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

Who are officers of the City of Laredo?

Officers are the members of the Laredo City Council, the City Manager, and any agent or employee who exercises discretion in the planning, recommending, selecting, or contracting with a vendor. An agent may include engineers and architects, as well as others, who assist the City in making a decision on some contract or purchase.

When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the vendor: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment or other business relationship with an officer or family member of the officer that the vendor (i) has made one or more gifts of more than \$100 or (ii) has a family relationship with.

How do I go about filling out the Conflict of Interest Questionnaire form?

Section 1: Fill in the full name of the **person or company** who is trying to do business with the City. If the "person" is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ. If a sole proprietorship, then just the name of the individual is needed. If the "person" is an individual acting as an agent for some other person or a company, then it is the agent's name. **Any time an agent is involved, two FORM CIQs must be completed and submitted:** one for the agent, and one for the person or company that the agent acted for. The agent's FORM CIQ must note the vendor that the agent acted for.

Section 2: Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Laredo or begins contract discussions or negotiations with the City.

Section 3: Insert the name of the City of Laredo officer with whom there is an affiliation to or business relationship. If there is more than one City officer with whom there is an affiliation or business relationship, a separate form should be completed for each officer.

Section 4: Check the "Yes" or "No" box in Section 4 A or B.

4.A: State whether the officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.

4.B: State whether the vendor receives or is likely to receive taxable income, other than investment income, from or at the direction of the officer named on the form AND the taxable income is not received from the City.

Section 5: Describe each employment or business relationship with the local government officer named on the form.

Section 6: Check box to acknowledge gifts made that require disclosure.

Section 7. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form.

A copy of Chapter 176 of the Texas Local Government Code can be found at:

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

This includes the vendor name even if a conflict does not exist

1 Name of vendor who has a business relationship with local governmental entity.

Insert name of vendor seeking to do business with the City of Laredo

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Insert name of officer with whom there is business, employment or family relationship. If no conflict, insert N/A.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

Complete A-B if a conflict exist

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

Identify and describe the relationship, if applicable

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature required -- so sign and date, even if no conflict

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

CHEMTRADE CHEMICALS US LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

NONE EXISTS

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

JULY 26, 2024

Date

PARUL KACHHIA-PATEL, MARKETING SPECIALIST

CITY OF LAREDO
PURCHASING DIVISION

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

*****Form does not need to be notarized*****

CITY OF LAREDO
PURCHASING DIVISION

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit
NEW JERSEY

AFFIDAVIT

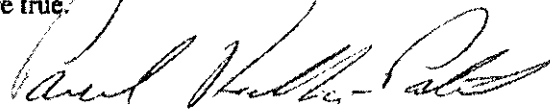
STATE OF ~~TEXAS~~ {}
COUNTY OF ~~WEBB~~ {}
MORRIS

PARUL KACHHIA-PATEL

Being first duly sworn, deposes and says:

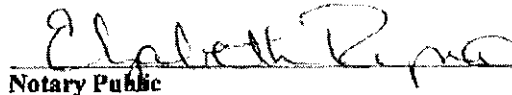
That he/she is MARKETING SPECIALIST
(a Partner of officer of the firm of, etc.)

The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.



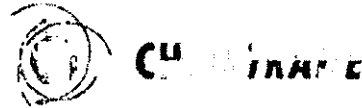
Signature of: PARUL KACHHIA-PATEL, MARKETING SPECIALIST
Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 26TH day of JULY 20 24


Notary Public

My commission expires:

ELIZABETH RYNO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50022926
My Commission Expires 09/10/2025



DELEGATION OF AUTHORITY

I, Scott Rook, President and Chief Executive of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

Parul Kachhia-Patel: Lisa Brownlee: Paul Peters: Elizabeth Ryno: Lailina Gossa:
Christine LaSala: Delana Peralta: Michele Schroeder: Marie-Josée Joly

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 21st day of February, 2023

A handwritten signature in black ink, appearing to read 'Scott Rook'.

Scott Rook
President and Chief Executive Officer

CERTIFICATE OF SECRETARY

I, Susan Pare, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the 10th day of November, 2003 and that the same has not been modified or revoked and is on the date hereof in full force and effect:

RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that Scott Rook is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Rook is, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer:

A handwritten signature in black ink, appearing to read 'Scott Rook'.

Scott Rook
President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 21st day of February, 2023.

A handwritten signature in black ink, appearing to read 'Susan Pare'.

Seal

Susan Pare
Corporate Secretary

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659



CHEMTRADE

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659
Fax: 973-515-4461

ESTIMATED CHEMICAL DELIVERY TIMES

3-5 DAYS AFTER RECEIPT OF ORDER



CONTACT AND EMERGENCY INFORMATION

Normal operating business hours are Monday – Friday 8:00 AM to 5:00 PM E.S.T.

To place orders, contact your Customer Service Representative:

Carly Williams
647-632-7548
E-mail: cssorders@chemtradelogistics.com
Fax: (647) 255-3655

After normal business hours, for emergencies please call 1-647-531-9709 and the on-call Customer Service Representative will be available to assist you. This number will also be provided if you call the regular Customer Service line.

For Technical Service: Call (315) 478-2323 or visit our website at
<http://www.chemtradelogistics.com>

Corporate/Sales Office & Bids Address

Chemtrade Chemicals US, LLC
90 East Halsey Road, Suite 200
Parsippany, NJ 07054

Michele Schroeder, Pricing Manager
Phone: 973-515-1841
Email:
mschroeder@chemtradelogistics.com

Robert Naranjo, Account Manager
Phone Work: 360-440-0293
Email:
rnaranjo@chemtradelogistics.com

Bid/Contract Information:

Parul Kachhia-Patel
Phone: (800)-441-2659
Fax: (973)-515-4461
E-mail: Bids@chemtradelogistics.com



CHEMTRADE

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659
Fax: 973-515-4461

CHEMTRADE'S QUALITY & TECHNICAL QUALIFICATIONS

All Chemtrade manufacturing locations, technical laboratories and technical centers are certified laboratories and are ISO 9001:2015 certified. Additionally, the products that we are bidding on meet both NSF/ANSI Standard 60 AWWA Standards in every respect. To maintain these certifications, we comply with their standards and are available for the audits required by both NSF and AWWA. Chemtrade responds accordingly to any finding that they may have.

Each individual plant has a testing laboratory. Before each shipment is sent out, a sample is taken and tested to ensure all standards are met. This procedure is covered under our ISO certification.

All Chemtrade facilities are subject to a number of environmental regulations that address water, air, soil, groundwater, and hazardous waste issues. Chemtrade is in full compliance with these laws as evidenced by internal audits and periodic agency inspections.

Chemtrade is a member of the Chemistry Industry Association of Canada (CIAC) and supports and adheres to the Association's Responsible Care® ethic and its Codes of Practices. Responsible Care® is a global voluntary initiative of the chemical industry and is a unique ethic for the safe and environmentally sound management of chemicals. It also guides companies towards environmental, societal, and economic sustainability.

Chemtrade's Clar+Ion CS4 Bulk is actively registered with the US Environmental Protection Agency (EPA) under FIFRA for the Odem, TX facility, where we manufacture this blend with virgin raw materials. An EPA-registered label on a product means the product has been registered with the EPA and meets minimum standards. The label is a key part of pesticide regulation and provides vital information on how to use the product safely and avoid harming people or the environment.

<https://iaspub.epa.gov/apex/pesticides/f?p=PPLS:1>

Our EPA registration can be found using this search criteria:

EPA Registration Number: 83918-5
Company Name: CHEMTRADE SOLUTIONS LLC
Division Name: ATTN: WENDY BRESCIA
Address: 90 EAST HALSEY ROAD
City, State Zip: PARSIPPANY, NJ 07054
First Registered Date: JANUARY 25, 2002
Current Status (Date): Registered (JANUARY 25, 2002)
Restricted Use: NO



CHEMTRADE

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659
Fax: 973-515-4461

Chemtrade's EHS policy is attached. In addition, systems are in place to ensure the proper internal and regulatory reporting occurs in the event of an environmental release. This includes the use of CHEMTREC for all transportation related emergencies.



CHEMTRADE

RESPONSIBLE CARE POLICY

CHEMTRADE believes the principles of Responsible Care[®] are key to our success regarding societal, economic, and environmental sustainability. Responsible Care[®] is our commitment to do and be seen as doing the “right thing” and forms the basis of our business philosophy in all areas including Environmental Management, Safety and Health, Transportation, Process Safety Management, and Security. Chemtrade leadership expects everyone to be accountable and committed to the Responsible Care[®] principles. We demonstrate our commitment to Responsible Care[®] by:

- Promoting awareness of Responsible Care[®] throughout our organization and inspiring others to commit to these principles.
- Setting objectives and targets that challenge our employees and other stakeholders to work towards continual improvement of our processes.
- Ensuring responsible stewardship of our raw materials, products, emissions, and waste streams throughout their life cycle.
- Achieving operational excellence by designing, maintaining, and operating our facilities in a safe, secure, and environmentally sound manner.
- Implementing procedures and providing the training and tools to identify, reduce, and manage our risks in order to provide a safe and secure workplace for our employees and the communities in which we operate.
- Fulfilling our compliance obligations and identifying responsible methods of resource conservation, pollution prevention, waste minimization, and energy efficiency.
- Demonstrating accountability and responsiveness to our stakeholders, including the communities in which we operate, by encouraging dialogue and communicating our risks, benefits, and Responsible Care[®] performance.
- Supporting innovation of the environmental, safety, security, and health aspects of our products and processes to further improve people’s lives, add value, and strive to meet or exceed expectations for social responsibility and community outreach.

Scott Rook
President & Chief Executive Officer



CHEMTRADE

Water Treatment Group

90 East Halsey Road
Parsippany, NJ 07054
Tel: 1-800-441-2659
Fax: (973) 515-4461

ABOUT CHEMTRADE CHEMICALS

Chemtrade Chemicals is a worldwide supplier of water treatment and performance chemicals with our roots dating back to 1899. Chemtrade Chemicals operates a network of manufacturing and storage facilities, including over 37 water chemical facilities located in Canada and across the United States.

We operate the largest number of alum manufacturing plants in North America and are a technical driving force in the water and waste treatment industries. We offer a broad line of aluminum chemistry: polyaluminum hydroxychloride formulated aluminum sulfate products, aluminum chloride and formulated products aluminum chloride, along with many grades of aluminum sulfate (liquid and dry), ammonium sulfate, polymers, and ferric sulfate.

Our facilities are supported by a domestic and international network of technical and customer service support. We also operate warehousing and distribution centers, rail, barge and truck fleets, and sales offices linked by one of the industry's most advanced computer-based customer service systems.

Chemtrade Chemicals uses a combination of private trucks and common carriers to ship our products. We have established long term quality partnerships with selected suppliers across the continental United States and Canada to service our numerous water treatment chemical plants.

Chemtrade Chemicals' Technical Service and Sales Team are always available to assist the customer in determining the most efficient and cost-saving product for their treatment needs. We offer a broad range of water treatment chemicals that can be tested through bench and full-scale trials. Our Technical Advisors can recommend alternate products or ways to optimize current products/systems to gain cost savings and quality performance.

We strive to supply the highest quality in both products and services. Chemtrade Chemicals water treatment manufacturing plants have earned ISO 9001:2015 certifications. Chemtrade is a member of the Chemistry Industry Association of Canada (CIAC) and supports and adheres to the Association's Responsible Care® ethic and its Codes of Practices.

Value Added Services:

- **Technical Service:** Syracuse Technical Center is available to our customers, free of charge. Our technical team can handle and assist specification and application questions. In addition, we can offer bench test and full-scale testing; offer suggestions on which products would benefit the individual plants and how to optimize their use. We can offer frequent technical visits.
- **24 Hour Customer Service:** Chemtrade Chemicals' Customer Service Hotline is available 24 hours a day, 7 days a week, and 365 days a year. After normal business hours, the scheduled on-call Customer Service Representative is available to handle any emergency shipments.
- **Over 30 manufacturing sites** located across the United States and Canada allow us to ship our customers, even under emergency or force majeure situations. Chemtrade can utilize back-up facilities if a disruption comes to one location to avoid interruption of service to our customers. This advantage enables Chemtrade to assist municipalities not currently supplied by us if their primary supplier is unable to supply for any reason whatsoever.

Water Treatment Group



CHEMTRADE

90 East Halsey Road
Parsippany, NJ 07054
Suite 200
Tel: 1-800-441-2659
Fax: (973) 515-4461
www.chemtradelogistics.com

PRODUCT CERTIFICATION

Chemtrade Chemicals US, LLC certifies that all grades of the following products produced by our manufacturing locations will meet National Sanitation Foundation Standard 60 and ANSI/AWWA standard as indicated.

Aluminum Sulfate:	B403-16
Liquid Ammonium Sulfate	B 302-16

Safety Data Sheet, NSF Certification and related technical information is attached for review.

Parul Kachhia-Patel
Marketing Specialist

**CHEMTRADE**<http://www.chemtradelogistics.com>

Liquid Alum PRODUCT DATA SHEET

CHARACTERISTICS

Liquid Alum is a clear, light green, slight yellow, brown, amber or orange-like tinted solution. It is a cationic inorganic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI/CAN Standard 60: Drinking Water Chemicals - Health Effects; Certified

TYPICAL PROPERTIES

Formula:	Aqueous solution of aluminum sulfate		
C.A.S.	10043-01-3 (Aluminum sulfate)		
	pH (neat)	1.4 - 2.6	
	Specific Gravity @ 21°C (70°F)	1.30 - 1.35	
	Freezing Point	-16°C (4°F)	
	Density, lbs./gal., US	10.8 - 11.3	
	Aluminum as Al, %	4.2 - 4.5	
	Aluminum as Al ₂ O ₃ , %	8.0 - 8.4	
	Aluminum as Al ₂ (SO ₄) ₃ •14H ₂ O (Dry Alum), %	46 - 49	

PRODUCT USES

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Fixing rosin sizes on paper fibers. Paper machine drainage and retention aid. Paper machine pitch control.

SHIPPING CONTAINERS

Bulk transport	Bulk car	275 US gal. one-way container	55 US gal. plastic drum
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SHIPPING REGULATIONS (US DOT / TDG)

Proper Shipping Name: Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)

Hazard Class: 8

ID Number: UN3264

Packing Group: III

The US EPA reportable quantity (RQ) for aluminum sulfate is 5,000 lbs.

PRODUCT SAFETY INFORMATION

Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24-hour **Emergency Number: USA and Canada (CHEMTREC) 800-424-9300**. For additional information contact:

Syracuse Technical Center
315-478-2323 or 800-255-7589

Water Treatment Chemicals
Customer Service 844-204-9675

CHE-5001P-1

Revision Date: April 24, 2022

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chemtrade Logistics Inc. and its affiliates (collectively, "Chemtrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemtrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.



Liquid Alum

Safety Data Sheet

Safety Data Sheet #: CHE-5001S

Revision Date: October 3, 2023

Version:12

1. Identification

Product identifier

Product Identity

Liquid Alum

Other means of identification

Aluminum Sulfate, liquid, Liquid Alum

Product Form

Mixture

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

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

Restrictions on use:

For use in water treatment, refer to NSF dosage information.

Details of the supplier of the safety data sheet

Company Name

Chemtrade Logistics Inc. (Canada)
155 Gordon Baker Road Suite 300
Toronto, Ontario M2H 3N5

Chemtrade Logistics Inc. (US)
90 East Halsey Road, Suite 200
Parsippany, NJ 07054

Emergency

24 hour Emergency Telephone No.

Chemtrade Emergency Contact: (866) 416-4404
(Toronto)
CHEMTREC +1-800-424-9300
For Chemical Emergency, Spill, Leak, Fire, Exposure,
or Accident, call CHEMTREC – Day or Night
For SDS Info: (416) 496-5856
www.chemtradelogistics.com

Customer Service:

2. Hazard(s) identification

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

Classification of the substance or mixture

Metal corrosion; H290

May be corrosive to metals.

Skin corrosion/irritation category 1C; H314

Causes severe skin burns and eye damage.

Serious eye damage / eye irritation, category 2;
H319

Causes serious eye irritation.

Aquatic toxicity (acute), category 3; H402

Harmful to aquatic life.

Liquid Alum

Safety Data Sheet

Label elements



Danger

H290 May be corrosive to metals.

H314 Causes severe skin burns and eye damage.

H319 Causes serious eye irritation.

H402 Harmful to aquatic life.

[Prevention]:

P234 Keep only in original container.

P260 Do not breathe dust, fume, mist, vapours or spray.

P264 Wash thoroughly after handling.

P273 Avoid release to the environment.

P280 All Wear protective gloves, protective clothing, eye protection, face protection.

[Response]:

P301+330+331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

P301+330+331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

P303+361+353 IF ON SKIN (or hair): Remove, take off immediately all contaminated clothing. Rinse skin with water, shower.

P304+340 IF INHALED: Remove person to fresh air and keep comfortable for breathing.

P305+351+338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P310 Immediately call a POISON CENTER, doctor or physician.

P337+313 If eye irritation persists: Get medical advice or attention.

P363 Wash contaminated clothing before reuse.

P390 Absorb spillage to prevent material damage.

[Storage]:

P405 Store locked up.

P406 Store in a corrosive resistant, container with a resistant inner liner.

[Disposal]:

P501 Dispose of contents or container in accordance with local and national regulations.

2.3. Other hazards

Liquid Alum

Safety Data Sheet

This product contains no PBT/vPvB chemicals.

This product contains no endocrine disrupting chemicals.

3. Composition/information on ingredients

This product contains the following substances that present a hazard within the meaning of the Hazardous Products Regulations.

Ingredient/Chemical Designations	Weight %	GHS Classification	Notes
Water CAS Number: 7732-18-5	30 - 55	Not classified	No additional notes
Aluminum sulfate CAS Number: 0010043-01-3 Synonyms: Note: Aluminum sulfate is as $Al_2(SO_4)_3 \cdot 14H_2O$ (Dry Aluminum Sulfate). , Aluminium sulfate, Sulfuric acid, aluminum salt (3:2)	45 - 70	Serious eye damage / eye irritation, category 1; H318 Metal corrosion; H290 Aquatic toxicity (acute), category 3; H402	No additional notes

The actual concentration or concentration range is withheld as a trade secret.

*PBT/vPvB - PBT-substance or vPvB-substance.

The full texts of the phrases are shown in Section 16.

The specific chemical identity and/or exact percentage of composition are withheld as a trade secret within the meaning of the OSHA Hazard Communication Standard [29 CFR 1910.1200].

Section 4. First aid measures

Description of first aid measures

General	In all cases of doubt, or when symptoms persist, seek medical attention. Never give anything by mouth to an unconscious person.
Inhalation	Remove to fresh air, keep patient warm and at rest. If unconscious, place in the recovery position and obtain immediate medical attention. Give nothing by mouth.
Eyes	Irrigate copiously with clean water for at least 30 minutes, holding the eyelids apart and seek medical attention. Remove contact lenses, if present and easy to do. Continue rinsing.
Skin	Remove contaminated clothing. Wash skin thoroughly with soap and water or use a recognized skin cleanser. Drench affected area with water for at least 30 minutes. Obtain medical attention if irritation develops or persists.
Ingestion	If swallowed obtain immediate medical attention. Keep at rest. Do NOT induce vomiting.

Most important symptoms and effects, both acute and delayed

Overview	Contact with skin causes severe skin burns. Causes serious eye damage. Acute Health Effects: the substance causes serious eyes damage and severe burns. EYE: Contact causes serious eye damage. Causes permanent damage to the cornea, iris, or conjunctiva with redness, pain, swelling, blurred vision, and severe burns (Immediate). No delayed effects from eye contact are expected. No chronic effects from eye contact are known. SKIN: Causes severe irritation which will progress to chemical burns. Symptoms may include redness, pain, serious skin burns, and blisters. (Immediate). No
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delayed effects from skin contact are expected. No chronic effects from skin contact are known.

INHALATION: May be corrosive to the respiratory tract. Prolonged exposure may cause irritation of the upper respiratory passages. (Immediate). May cause delayed pulmonary edema. No chronic effects from inhalation are known.

INGESTION: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract (Immediate). No delayed symptoms from ingestion are expected. No chronic effects from ingestion are known.

Indication of Any Immediate Medical Attention and Special Treatment Needed: If exposed or concerned, get medical advice and attention.

See section 2 for further details.

Eyes

Causes serious eye irritation.

Skin

Causes severe skin burns and eye damage.

Section 5. Fire-fighting measures**Extinguishing media**

Suitable Extinguishing Media: Water spray, dry chemical, foam, carbon dioxide.

Unsuitable extinguishing media: Do not use water jet, or heavy water stream. Use of heavy stream of water may spread fire.

Special hazards arising from the substance or mixture

Hazardous decomposition: Can liberate toxic and corrosive fumes of SO₂ and SO₃ under extreme conditions when boiled to dryness or heated above 600 ° C (1112 °F).

Keep only in original container.

Do not breathe dust, fume, mist, vapours or spray.

Advice for fire-fighters

As with all fires, wear positive pressure, self-contained breathing apparatus, (SCBA) with a full-face piece and protective clothing. Persons without respiratory protection should leave area. Wear SCBA during clean up immediately after fire. No smoking.

Fire Hazard: Product is not flammable but may burn at high temperatures.

Explosion Hazard: Product is not explosive. Contact with metallic substances may release flammable hydrogen gas.

Firefighting Instructions: Do not enter fire area without proper protective equipment, including respiratory protection. Use water spray or fog for cooling exposed containers. Remove containers from fire area if this can be done without risk. **Exercise caution when fighting any chemical fire.**

Hazardous reactions will not occur under normal conditions.

Other Information: Do not allow run-off from fire fighting to enter drains or water courses.

ERG Guide No. 154

Section 6. Accidental release measures**Personal precautions, protective equipment and emergency procedures**

General Measures: Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Avoid contact with eyes, skin and clothing. Provide

adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment. See Section 8.

Use good personal hygiene practices. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Promptly remove soiled clothing and wash thoroughly before reuse.

Use only outdoors or in a well-ventilated area. Do not breathe mist, spray, and vapours.

Do not get in eyes, on skin, or on clothing. Use appropriate personal protection equipment (PPE). Wear protective gloves, eye protection, face protection (refer to section 8 for more details).

Environmental precautions

Prevent entry to sewers and public waters. Avoid release to environment.

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

Methods and material for containment and cleaning up

Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit.

Ventilate area.

Contain, dilute cautiously with water, and neutralize with soda ash or lime.

Containment: Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams. As an immediate precautionary measure, isolate spill or leak area in all directions. Ventilate area.

Contain, dilute cautiously with water, and neutralize with soda ash or lime.

Methods for Clean up: Clean up spills immediately and dispose of waste safely. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill.

Section 7. Handling and storage
--

Precautions for safe handling

Handle containers carefully to prevent damage and spillage.

Store locked up.

Use good personal hygiene practices. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Promptly remove soiled clothing and wash thoroughly before reuse.

Use only outdoors or in a well-ventilated area. Do not breathe mist, spray, and vapours.

Do not get in eyes, on skin, or on clothing. Use appropriate personal protection equipment (PPE).

Wear protective gloves, eye protection, face protection (refer to section 8 for more details).

See section 2 for further details. - [Prevention]:

Conditions for safe storage, including any incompatibilities

Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from extremely high or low temperatures and incompatible materials. Store in original container or corrosive resistant and/or lined container.

Comply with applicable regulations.

Incompatible materials: Non acid-proof metals (such as aluminum, copper and iron), bases, unalloyed steel, galvanized surfaces.

See section 2 for further details. - [Storage]:

Specific end use(s)

Liquid Alum

Safety Data Sheet

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

Restrictions on use:

For use in water treatment, refer to NSF dosage information.

Section 8. Exposure controls / personal protection

Control parameters

Exposure

CAS No.	Ingredient	Source	Value
0010043-01-3	Aluminum sulfate	ACGIH	No Established Limit
		OSHA	No Established Limit
		NIOSH	TWA 2 mg/m ³
		Alberta	No Established Limit
		British Columbia	No Established Limit
		Manitoba	No Established Limit
		New Brunswick	No Established Limit
		Newfoundland and Labrador	No Established Limit
		Nova Scotia	No Established Limit
		Northwest Territories	No Established Limit
		Nunavut	No Established Limit
		Ontario	No Established Limit
		Prince Edward Island	No Established Limit
		Quebec	No Established Limit
		Saskatchewan	No Established Limit
		Yukon	No Established Limit



Exposure controls

Respiratory

Use NIOSH/MSHA approved respirator, following manufacturer's recommendations when concentrations exceed permissible exposure limits.

Eyes

Chemical safety goggles and face shield.

Skin

Chemical resistant clothing such as coveralls/apron and boots should be worn. Avoid skin contact. Wear protective gloves. Wear suitable protective clothing. **Materials for Protective Clothing:** Chemically resistant materials and fabrics.

Engineering Controls

Exposure Controls Appropriate Engineering Controls: Emergency eyewash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.

Other Work Practices

Put on appropriate personal protective equipment. Chemically compatible gloves, protective clothing, and chemical resistant safety goggles, face shield. Insufficient

ventilation: wear respiratory protection. Use good personal hygiene practices. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Promptly remove soiled clothing and wash thoroughly before reuse.

Use only outdoors or in a well-ventilated area. Do not breathe mist, spray, and vapours.

Do not get in eyes, on skin, or on clothing. Use appropriate personal protection equipment (PPE). Wear protective gloves, eye protection, face protection (refer to section 8 for more details).

See section 2 for further details.

Section 9. Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical State	liquid
Color	Clear
Odor	Odorless
Freezing point	-15.56 °C (3.99 °F)
Initial boiling point	101 °C (213.8 °F)
Flammability (solid, gas)	Not applicable
Upper/lower flammability or explosive limits	Lower Explosive Limit: No available information Upper Explosive Limit: No available information
Flash Point	°F °C, Test method: (Open/Close cup)
Auto-ignition temperature	No available information
Decomposition temperature	No available information
pH	1.4 – 2.6
Viscosity (cSt)	No available information
Solubility in Water	Completely Soluble in water.
Partition coefficient n-octanol/water (Log Kow)	No available information
Vapour pressure (Pa)	No available information
Relative Density	No available information
Vapour Density	No available information
Evaporation rate (Ether = 1)	No available information Not applicable
Specific Gravity	1.30 - 1.35
Other information	
No other relevant information.	

Liquid Alum

Safety Data Sheet

Section 10. Stability and reactivity

Reactivity

May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

Chemical stability

Stable under recommended handling and storage conditions (see section 7).

Possibility of hazardous reactions

Hazardous polymerization will not occur.

Conditions to avoid

Direct sunlight, extremely high or low temperatures, and incompatible materials.

Incompatible materials

Non acid-proof metals (such as aluminum, copper and iron), bases, unalloyed steel, galvanized surfaces.

Hazardous decomposition products

Can liberate toxic and corrosive fumes of SO₂ and SO₃ under extreme conditions when boiled to dryness or heated above 600 °C (1112 °F).

Section 11. Toxicological information

Acute toxicity

Note: When no route specific LD50 data is available for an acute toxin, the converted acute toxicity point estimate was used in the calculation of the product's ATE (Acute Toxicity Estimate).

	Oral LD50, mg/kg	Skin LD50, mg/kg	Inhalation vapour LC50, mg/L/4hr	Inhalation Dust/Mist LC50, mg/L/4hr	Inhalation Gas LC50, ppm
Product Acute Toxicity Estimates	3495	NA	NA	NA	NA

Ingredient	Oral LD50, mg/kg	Skin LD50, mg/kg	Inhalation vapour LC50, mg/L/4hr	Inhalation Dust/Mist LC50, mg/L/4hr	Inhalation Gas LC50, ppm
Aluminum sulfate - (10043-01-3)	2,500.00, Rat - Category: 5	No data available.	No data available.	No data available.	No data available.

Carcinogen Data

CAS No.	Ingredient	Source	Value
0010043-01-3	Aluminum sulfate	IARC	Group 1: No; Group 2a: No; Group 2b: No; Group 3: No; Group 4: No;
		ACGIH	No Established Limit
Classification		Category	Hazard Description
Acute toxicity (oral)		---	Not Applicable
Acute toxicity (dermal)		---	Not Applicable
Acute toxicity (inhalation)		---	Not Applicable
Skin corrosion/irritation		1C	Causes severe skin burns and eye damage.
Serious eye damage/irritation		2	Causes serious eye irritation.
Respiratory sensitization		---	Not Applicable

Liquid Alum

Safety Data Sheet

Skin sensitization	---	Not Applicable
Germ cell mutagenicity	---	Not Applicable
Carcinogenicity	---	Not Applicable
Reproductive toxicity	---	Not Applicable
STOT-single exposure	---	Not Applicable
STOT-repeated exposure	---	Not Applicable
Aspiration hazard	---	Not Applicable

Possible routes of entry:

Symptoms and effects, both acute and delayed:

Contact with skin causes severe skin burns. Causes serious eye damage.

Acute Health Effects: the substance causes serious eyes damage and severe burns.

EYE: Contact causes serious eye damage. Causes permanent damage to the cornea, iris, or conjunctiva with redness, pain, swelling, blurred vision, and severe burns (Immediate). No delayed effects from eye contact are expected. No chronic effects from eye contact are known.

SKIN: Causes severe irritation which will progress to chemical burns. Symptoms may include redness, pain, serious skin burns, and blisters. (Immediate). No delayed effects from skin contact are expected. No chronic effects from skin contact are known.

INHALATION: May be corrosive to the respiratory tract. Prolonged exposure may cause irritation of the upper respiratory passages. (Immediate). May cause delayed pulmonary edema. No chronic effects from inhalation are known.

INGESTION: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract (Immediate). No delayed symptoms from ingestion are expected. No chronic effects from ingestion are known.

Indication of Any Immediate Medical Attention and Special Treatment Needed: If exposed or concerned, get medical advice and attention.

Most likely route(s) of exposure Skin, Eyes

Eyes Causes serious eye irritation.

Skin Causes severe skin burns and eye damage.

Section 12. Ecological information

Toxicity

Harmful to aquatic life.

Aquatic Ecotoxicity

Ingredient	96 hr LC50 fish, mg/l	48 hr EC50 crustacea, mg/l	ErC50 algae, mg/l
Aluminum sulfate - (10043-01-3)	186.00, Danio rerio	38.20, Daphnia	0.45, Ceriodaphnia dubia

Persistence and degradability

There is no data available on the preparation itself.

Bioaccumulative potential

No available information

Mobility in soil

Liquid Alum

Safety Data Sheet

No available information

Results of PBT and vPvB assessment

This product contains no PBT/vPvB chemicals.

Other adverse effects

No available information

Section 13. Disposal considerations

Waste treatment methods

Dispose of waste material in accordance with all local, regional, federal, provincial, state, territorial and international regulations.

Ecology - Waste Materials: Avoid release to the environment. This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

Additional Information: Container may remain hazardous when empty. Continue to observe all precautions.

Section 14. Transport information



Classification Method: Classified as per Part 2, Sections 2.1 - 2.8 of the Transportation of Dangerous Goods Regulations.

	DOT / TDG (Domestic Surface Transportation)	IMO / IMDG (Ocean Transportation)	ICAO/IATA
UN number	UN3264	UN3264	UN3264
UN proper shipping name	UN3264, Corrosive liquid, acidic, inorganic, n.o.s., (contains aluminum sulfate), 8, III	Corrosive liquid, acidic, inorganic, n.o.s., (contains aluminum sulfate)	Corrosive liquid, acidic, inorganic, n.o.s., (contains aluminum sulfate)
Transport hazard class(es)	TDG Hazard Class: 8 Sub Class: Not Applicable	IMDG: 8 Sub Class: Not Applicable	Air Class: 8 Sub Class: Not Applicable
Packing group III		III	III
Environmental hazards			

Marine Pollutant: No;

Special precautions for user

No available information

Section 15. Regulatory information

Regulatory Overview The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented.

Liquid Alum

Safety Data Sheet

NFPA Ranking

Health (blue) :3

Fire (red) :0

Reactivity (yellow) :1

Special (white) :ACID



This product has been classified in accordance with the hazard criteria Hazardous Products Regulations (SOR/2015-17) and the SDS contains all of the information required by those regulations.

Toxic Substance Control Act (TSCA):

Aluminum sulfate (Present)

Water (Present)

EPCRA 311/312 Chemicals and RQs (lbs):

Aluminum sulfate (5,000.00)

Canadian Domestic Substance List (DSL):

Aluminum sulfate

Water

Canadian Non-Domestic Substance List (NDSL):

To the best of our knowledge, there are no chemicals at levels which require reporting under this statute.

New Jersey RTK Substances (>1%):

Aluminum sulfate

Pennsylvania RTK Substances (>1%):

Aluminum sulfate

Proposition 65 - Carcinogens (>0.0%):

To the best of our knowledge, there are no chemicals at levels which require reporting under this statute.

Proposition 65 - Developmental Toxins (>0.0%):

To the best of our knowledge, there are no chemicals at levels which require reporting under this statute.

Proposition 65 - Female Repro Toxins (>0.0%):

To the best of our knowledge, there are no chemicals at levels which require reporting under this statute.

Proposition 65 - Male Repro Toxins (>0.0%):

To the best of our knowledge, there are no chemicals at levels which require reporting under this statute.

Proposition 65 Label Warning:

This product contains no chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

Chemical Name (CAS Number)	US TSCA	Australia AICS	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EN NLP	Mexico INSQ
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Liquid Alum

Safety Data Sheet

Aluminum sulfate (0010043-01-3)	Yes	Yes	Yes	Yes	No	No	No	Yes
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Chemical Name (CAS Number)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSCS	Japan PRTR 1	Japan PRTR 2	Philippines PICCS	New Zealand NZIOC
Aluminum sulfate (0010043-01-3)	Yes	Yes	No	No	No	No	Yes	Yes

Section 16. Other information

Revision Date 10/03/2023

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products.

Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.

The full text of the phrases appearing in section 3 is:

H290 May be corrosive to metals.

H318 Causes serious eye damage.

H402 Harmful to aquatic life.

Disclaimer: The information presented herein is supplied as a guide to those who handle or use this product. Safe work practices must be employed when working with any materials. It is important that the end user makes a determination regarding the adequacy of the safety procedures employed during the use of this product.

Revision Summary

Section :	Modification
2	Updated skin corrosion category to H314 1C to match Transportation packing group III

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.

Responsible Care®
Our commitment to sustainability



Gestion responsable™
Notre engagement envers le développement durable

Liquid Alum

Safety Data Sheet



CHEMTRADE

<http://www.chemtradelogistics.com>

Liquid Ammonium Sulfate PRODUCT DATA SHEET

CHARACTERISTICS

Liquid Ammonium Sulfate is an odorless, clear, faint yellow to amber colored liquid. It is an advanced inorganic product suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI/CAN Standard 60: Drinking Water Chemicals - Health Effects; Certified

TYPICAL PROPERTIES

Formula:	Aqueous solution of ammonium sulfate		
C.A.S.	7783-20-2 (Ammonium sulfate)		
	pH (neat)	3.0 - 7.0	
	Specific Gravity @ 21°C (70°F)	1.216 - 1.228	
	Freezing Point	Less than -12°C (10°F)	
	Density, lbs./gal., US	10.15 - 10.25	
	(NH ₄) ₂ SO ₄ , %	38 - 40	
	NH ₃ Equivalent, %	9.8 - 10.3	

PRODUCT USES

Municipal and industrial water and wastewater treatment for disinfection as a source of ammonia in chloramination. Disinfection byproduct control.

SHIPPING CONTAINERS

Bulk transport	Bulk car	275 US gal. one-way container	55 US gal. plastic drum
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SHIPPING REGULATIONS (US DOT / TDG)

Classification: Not regulated for transport

RQ: Not applicable

PRODUCT SAFETY INFORMATION

Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24-hour **Emergency Number: USA and Canada (CHEMTREC) 800-424-9300**. For additional information contact:

Syracuse Technical Center
315-478-2323 or 800-255-7589

Water Treatment Chemicals
Customer Service 844-204-9675

CHE-5040P

Revision Date: April 22, 2020

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chemtrade Logistics Inc. and its affiliates (collectively, "Chemtrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemtrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.



Liquid Ammonium Sulfate

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Revision Date: 05/07/2018

Date of Issue: 05/01/2015

Version: 4.0

SECTION 1: IDENTIFICATION

Product Identifier

Product Form: Mixture

Product Name: Liquid Ammonium Sulfate

Intended Use of the Product

Municipal and industrial water and wastewater treatment for disinfection as a source of ammonia in chloramination. Disinfection byproduct control.

Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC.

155 Gordon Baker Road

Suite 300

Toronto, Ontario M2H 3N5

For SDS Info: (416) 496-5856

www.chemtradelogistics.com

Emergency Telephone Number

Emergency Number :

Canada: CANUTEC +1-613-996-6666 / US: CHEMTREC +1-800-424-9300

INTERNATIONAL: +1-703-741-5970

Chemtrade Emergency Contact: (866) 416-4404

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC -- Day or Night

SECTION 2: HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

GHS Classification

Aquatic Acute 2 H401

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

Label Elements

GHS Labeling

Hazard Statements : H401 - Toxic to aquatic life.

Precautionary Statements : P273 - Avoid release to the environment.

P501 - Dispose of contents/container in accordance with local, regional, national, provincial, territorial and international regulations.

Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

Unknown acute toxicity

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Mixture

Name	Product Identifier	%*	GHS Ingredient Classification
Water	(CAS No) 7732-18-5	39.9 – 69.0	Not classified
Ammonium sulfate	(CAS No) 7783-20-2	30 - 60*	Aquatic Acute 2, H401
Citric acid	(CAS No) 77-92-9	0.1 to 1*	Eye Irrit. 2A, H319 Comb. Dust

Full text of H-phrases: see section 16

*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

*The actual concentration of the ingredient(s) is withheld as a trade secret in accordance with the Hazardous Products Regulations (HPR) SOR/2015-17 and 29 CFR 1910.1200.

SECTION 4: FIRST AID MEASURES

Description of First-aid Measures

Liquid Ammonium Sulfate

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

Inhalation: When symptoms occur: go into open air and ventilate suspected area. Obtain medical attention if breathing difficulty persists.

Skin Contact: Remove contaminated clothing. Drench affected area with water for at least 15 minutes. Obtain medical attention if irritation develops or persists.

Eye Contact: Rinse cautiously with water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Obtain medical attention.

Ingestion: Rinse mouth. Do NOT induce vomiting. Obtain medical attention.

Most Important Symptoms and Effects Both Acute and Delayed

General: Not expected to present a significant hazard under anticipated conditions of normal use.

Inhalation: Prolonged exposure may cause irritation.

Skin Contact: Prolonged exposure may cause skin irritation.

Eye Contact: May cause slight irritation to eyes.

Ingestion: Ingestion may cause adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

SECTION 5: FIRE-FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media: Water spray, dry chemical, foam, carbon dioxide.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not considered flammable but may burn at high temperatures.

Explosion Hazard: Product is not explosive.

Reactivity: Hazardous reactions will not occur under normal conditions.

Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: At temperatures of 235 °C (455 °F) ammonia can be emitted. Sulfur oxides.

Other Information: Do not allow run-off from fire fighting to enter drains or water courses.

Reference to Other Sections

Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Avoid prolonged contact with eyes, skin and clothing. Avoid breathing (vapor, mist, spray).

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit. Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Avoid release to the environment.

Methods and Materials for Containment and Cleaning Up

For Containment: Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill.

Liquid Ammonium Sulfate

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Reference to Other Sections

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Additional Hazards When Processed: Handle in accordance with standard industrial practices, and ensure appropriate ventilation. Avoid all contact with skin, eyes, clothing. Do not release into the environment.

Precautions for Safe Handling: Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Avoid prolonged contact with eyes, skin and clothing. Avoid breathing vapors, mist, spray.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures.

Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations.

Storage Conditions: Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from extremely high or low temperatures and incompatible materials.

Incompatible Materials: Alkalies, alkalinizing substances, nitrites and alkaline substances, oxidizers.

Specific End Use(s)

Municipal and industrial water and wastewater treatment for disinfection as a source of ammonia in chloramination. Disinfection byproduct control.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Exposure Controls

Appropriate Engineering Controls: Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.

Personal Protective Equipment: Gloves. Protective clothing. Protective goggles.



Materials for Protective Clothing: Chemically resistant materials and fabrics

Hand Protection: Wear protective gloves.

Eye Protection: Chemical safety goggles.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

Other Information: When using, do not eat, drink or smoke.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: Clear, faint yellow to amber colored
Odor	: Odorless
Odor Threshold	: Not available
pH	: 3 - 7
Evaporation Rate	: Not available
Melting Point	: Not applicable
Freezing Point	: -12 °C (10.4 °F)
Boiling Point	: Not available
Flash Point	: Not available

Liquid Ammonium Sulfate

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Auto-Ignition Temperature	: Not available
Decomposition Temperature	: Not available
Flammability (solid, gas)	: Not applicable
Lower Flammable Limit	: Not available
Upper Flammable Limit	: Not available
Vapor Pressure	: Not available
Relative Vapor Density at 20°C	: Not available
Specific Gravity	: 1.216 - 1.228
Solubility	: Not available
Partition Coefficient: N-Octanol/Water	: Not available
Viscosity	: Not available

SECTION 10: STABILITY AND REACTIVITY

Reactivity: Hazardous reactions will not occur under normal conditions.

Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Extremely high or low temperatures and incompatible materials.

Incompatible Materials: Alkalies, alkalinizing substances, nitrites and alkaline substances, oxidizers.

Hazardous Decomposition Products: None expected under normal conditions of use.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: Not classified

pH: 3 - 7

Eye Damage/Irritation: Not classified

pH: 3 - 7

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Effects After Inhalation: Prolonged exposure may cause irritation.

Symptoms/Effects After Skin Contact: Prolonged exposure may cause skin irritation.

Symptoms/Effects After Eye Contact: May cause slight irritation to eyes.

Symptoms/Effects After Ingestion: Ingestion may cause adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Ammonium sulfate (7783-20-2)	
LD50 Oral Rat	> 2000 mg/kg
Citric acid (77-92-9)	
LD50 Oral Rat	5400 mg/kg
LD50 Dermal Rat	> 2000 mg/kg

SECTION 12: ECOLOGICAL INFORMATION

Toxicity

Ecology - General: Toxic to aquatic life.

Liquid Ammonium Sulfate

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Ammonium sulfate (7783-20-2)	
LC50 Fish 1	5.2 (5.2 - 8.2) mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [static])
EC50 Daphnia 1	14 mg/l (Exposure time: 48 h - Species: Daphnia magna)
LC50 Fish 2	32.2 (32.2 - 41.9) mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [flow-through])
Citric acid (77-92-9)	
LC50 Fish 1	1516 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])

Persistence and Degradability

Liquid Ammonium Sulfate	
Persistence and Degradability	Not established.
Citric acid (77-92-9)	
Persistence and Degradability	Readily biodegradable in water.

Bioaccumulative Potential

Liquid Ammonium Sulfate	
Bioaccumulative Potential	Not established.
Ammonium sulfate (7783-20-2)	
Log Pow	-5.1 (at 25 °C)
Citric acid (77-92-9)	
Log Pow	-1.72 (at 20 °C)

Mobility in Soil

Not available

Other Adverse Effects

Other Information: Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.

Additional Information: Container may remain hazardous when empty. Continue to observe all precautions.

Ecology - Waste Materials: Avoid release to the environment. This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

Not regulated for transport according to: US DOT, IMDG, IATA, and Canada's TDG.

SECTION 15: REGULATORY INFORMATION

US Federal Regulations

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Ammonium sulfate (7783-20-2)	Not present	Not present	Not present	No
Citric acid (77-92-9)	Not present	Not present	Not present	No

US TSCA Flags

Not present

US State Regulations

California Proposition 65

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Ammonium sulfate (7783-20-2)	No	No	No	No
Citric acid (77-92-9)	No	No	No	No

State Right-To-Know Lists

Ammonium sulfate (7783-20-2)

Liquid Ammonium Sulfate

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

U.S. - Massachusetts - Right To Know List - Yes
 U.S. - New Jersey - Right to Know Hazardous Substance List - No
 U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - Yes
 U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
 U.S. - Pennsylvania - RTK (Right to Know) List - Yes

Citric acid (77-92-9)

U.S. - Massachusetts - Right To Know List - No
 U.S. - New Jersey - Right to Know Hazardous Substance List - No
 U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - No
 U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
 U.S. - Pennsylvania - RTK (Right to Know) List - No

Canadian Regulations

Ammonium sulfate (7783-20-2)

Listed on the Canadian DSL (Domestic Substances List)
 Not listed on the Canadian NDSL (Non-Domestic Substances List)

Citric acid (77-92-9)

Listed on the Canadian DSL (Domestic Substances List)
 Not listed on the Canadian NDSL (Non-Domestic Substances List)

International Inventories/Lists

Chemical Name (CAS No.)	Australia AICS	Turkey CICR	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EU NLP	Mexico INSQ
Ammonium sulfate (7783-20-2)	Yes	Yes	Yes	Yes	No	No	No	Yes
Citric acid (77-92-9)	Yes	Yes	Yes	Yes	No	No	No	Yes
Chemical Name (CAS No.)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSCL	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Ammonium sulfate (7783-20-2)	Yes	Yes	Yes	No	No	Yes	Yes	Yes
Citric acid (77-92-9)	Yes	Yes	No	No	No	Yes	Yes	Yes

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date : 05/07/2018

Revision Summary

Section	Change	Date Changed
3	HPR trade secret statement	05/07/2018
16	NFPA HMIR information	05/07/2018

Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

GHS Full Text Phrases:

Aquatic Acute 2	Hazardous to the aquatic environment - Acute Hazard Category 2
Comb. Dust	Combustible Dust
Eye Irrit. 2A	Serious eye damage/eye irritation Category 2A
H319	Causes serious eye irritation
H401	Toxic to aquatic life

NFPA 704

NFPA Health Hazard : 1 - Exposure could cause irritation but only minor residual injury even if no treatment is given.

NFPA Fire Hazard : 1 - Must be preheated before ignition can occur.

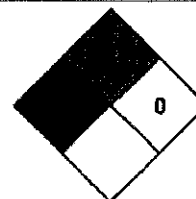
Liquid Ammonium Sulfate

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

NFPA Reactivity Hazard

: 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.



HMIS Rating

Health : 1 Slight Hazard - Irritation or minor reversible injury possible
Flammability : 1 Slight Hazard
Physical : 0 Minimal Hazard
PPE See Section 8

Abbreviations and Acronyms

AICS - Australian Inventory of Chemical Substances	LC50 - Median Lethal Concentration
ACGIH - American Conference of Governmental Industrial Hygienists	LD50 - Median Lethal Dose
AIHA - American Industrial Hygiene Association	LOAEL - Lowest Observed Adverse Effect Level
ATE - Acute Toxicity Estimate	LOEC - Lowest-observed-effect Concentration
BCF - Bioconcentration factor	Log Pow - Octanol/water Partition Coefficient
BEI - Biological Exposure Indices (BEI)	NFPA 704 - National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response
CAS No. - Chemical Abstracts Service number	NIOSH - National Institute for Occupational Safety and Health
CERCLA RQ - Comprehensive Environmental Response, Compensation, and Liability Act - Reportable Quantity	NLP - Europe No Longer Polymers List
CICR - Turkish Inventory and Control of Chemicals	NOAEL - No-Observed Adverse Effect Level
DOT - 49 CFR - US Department of Transportation - Code of Federal Regulations Title 49 - Transportation.	NOEC - No-Observed Effect Concentration
EC50 - Median effective concentration	NZIOC - New Zealand Inventory of Chemicals
ECL - Korea Existing Chemicals List	OEL - Occupational Exposure Limits
EINECS - European Inventory of Existing Commercial Chemical Substances	OSHA - Occupational Safety and Health Administration
ELINCS - European List of Notified Chemical Substances	PEL - Permissible Exposure Limits
EmS - IMDG Emergency Schedule Fire & Spillage	PICCS - Philippine Inventory of Chemicals and Chemical Substances
ENCS - Japanese Existing and New Chemical Substances Inventory	POSCL - Japan Poisonous and Deleterious Substances Control Law
EPA - Environmental Protection Agency	PPE - Personal Protective Equipment
EPCRA 304 RQ - EPCRA 304 Extremely Hazardous Substance Emergency Planning and Community Right-to-Know-Act - Reportable Quantity	PRTR - Japan Pollutant Release and Transfer Register
ERAP Index - Emergency Response Assistance Plan Quantity Limit	REL - Recommended Exposure Limit
Erc50 - EC50 in Terms of Reduction Growth Rate	SADT - Self Accelerating Decomposition Temperature
ERG code (IATA) - Emergency Response Drill Code as found in the International Civil Aviation Organization (ICAO)	SARA - Superfund Amendments and Reauthorization Act
ERG No. - Emergency Response Guide Number	SARA 302 - Section 302, 40 CFR Part 355
HCCL - Hazard Communication Carcinogen List	SARA 311/312 - Sections 311 and 312, 40 CFR Part 370 Hazard Categories
HMIS - Hazardous Materials Information System	SARA 313 - Section 313, 40 CFR Part 372
IARC - International Agency for Research on Cancer	SRCL - Specifically Regulated Carcinogen List
IATA - International Air Transport Association - Dangerous Goods Regulations	STEL - Short Term Exposure Limit
IDLH - Immediately Dangerous to Life or Health	SVHC - European Candidate List of Substance of Very High Concern
IECSC - Inventory of Existing Chemical Substances Produced or Imported in China	TDG - Transport Canada Transport of Dangerous Goods Regulations
IMDG - International Maritime Dangerous Goods Code	TLM - Median Tolerance Limit
INSQ - Mexican National Inventory of Chemical Substances	TLV - Threshold Limit Value
ISHL - Japan Industrial Safety and Health Law	TPQ - Threshold Planning Quantity
	TSCA - United States Toxic Substances Control Act
	TWA - Time Weighted Average
	WEEL - Workplace Environmental Exposure Levels

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.

Chemtrade NA GHS SDS 2015

Liquid Ammonium Sulfate

Safety Data Sheet

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CHEMTRADE

<http://www.chemtradelogistics.com>

Clar*lon® CS4 PRODUCT DATA SHEET

CHARACTERISTICS

Clar*lon® CS4 is a clear, blue-green colored liquid. It is an advanced cationic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI/CAN Standard 60: Drinking Water Chemicals - Health Effects; Certified

TYPICAL PROPERTIES

Formula:	Aluminum sulfate mixture
C.A.S.	10043-01-3 / 7758-99-8 (Aluminum sulfate / Cupric sulfate pentahydrate)
pH (neat)	2.4 - 2.7
Specific Gravity @ 21°C (70°F)	1.29 - 1.32
Freezing Point (approx.)	-16°C (3°F)
Density, lbs./gal., US	10.8 - 11.0
Aluminum as Al, %	4.1 - 4.3
Aluminum as Al ₂ O ₃ , %	7.7 - 8.1
Copper (II) Sulfate Pentahydrate, %	0.8 - 1.2
Soluble Cupric Iron (Cu ⁺²), %	0.20 - 0.31

PRODUCT USES

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking.

SHIPPING CONTAINERS

Bulk transport	Bulk car	275 US gal. one-way container	55 US gal. plastic drum
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SHIPPING REGULATIONS (US DOT / TDG)

Proper Shipping Name:

Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)

Hazard Class: 8

ID Number: UN3264

Packing Group: III

The US EPA reportable quantity (RQ) for aluminum sulfate is 5,000 lbs. and for cupric sulfate is 10 lbs.

PRODUCT SAFETY INFORMATION

Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24-hour **Emergency Number: USA and Canada (CHEMTREC) 800-424-9300**. For additional information contact:

Syracuse Technical Center
315-478-2323 or 800-255-7589

Water Treatment Chemicals
Customer Service 844-204-9675

CHE-5054P

Revision Date: February 25, 2024

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chemtrade Logistics Inc. and its affiliates (collectively, "Chemtrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemtrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.



Clar+Ion® CS4

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Revision Date: 05/26/2018

Date of Issue: 11/13/2014

Version: 2.0

SECTION 1: IDENTIFICATION

Product Identifier

Product Form: Mixture

Product Name: Clar+Ion® CS4

FIFRA Number 83918

Intended Use of the Product

For professional use only.

Use Of The Substance/Mixture: Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Algaecide.

Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC.

155 Gordon Baker Road

Suite 300

Toronto, Ontario M2H 3N5

For SDS Info: (416) 496-5856

www.chemtradelogistics.com

Emergency Telephone Number

Emergency Number :

Canada: CANUTEC +1-613-996-6666 / US: CHEMTREC +1-800-424-9300

INTERNATIONAL: +1-703-741-5970

Chemtrade Emergency Contact: (866) 416-4404

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

SECTION 2: HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

GHS Classification

Met. Corr. 1 H290

Eye Dam. 1 H318

Aquatic Acute 3 H402

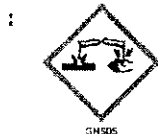
Aquatic Chronic 3 H412

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

Label Elements

GHS Labeling

Hazard Pictograms



Signal Word

: Danger

Hazard Statements

: H290 - May be corrosive to metals.

H318 - Causes serious eye damage.

H402 - Harmful to aquatic life.

H412 - Harmful to aquatic life with long lasting effects.

Precautionary Statements

: P234 - Keep only in original container.

P273 - Avoid release to the environment.

P280 - Wear protective gloves, protective clothing, and eye protection.

P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P310 - Immediately call a POISON CENTER or doctor.

P390 - Absorb spillage to prevent material damage.

Clar-Ion® CS4

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

P406 - Store in corrosive resistant container with a resistant inner liner.

P501 - Dispose of contents/container in accordance with local, regional, national, territorial, provincial, and international regulations.

Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

Unknown acute toxicity

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Mixture

Name	Product Identifier	%*	GHS Ingredient Classification
Water	(CAS-No.) 7732-18-5	40 - 70	Not classified
Sulfuric acid, aluminum salt (3:2)	(CAS-No.) 10043-01-3	30 - 60*	Met. Corr. 1, H290 Eye Dam. 1, H318 Aquatic Acute 3, H402
Sulfuric acid, copper(2+) salt (1:1), pentahydrate**	(CAS-No.) 7758-99-8	1 - 5*	Acute Tox. 4 (Oral), H302 Skin Irrit. 2, H315 Eye Irrit. 2A, H319 Aquatic Acute 1, H400 Aquatic Chronic 1, H410

Full text of H-phrases: see section 16

+The actual concentration of the ingredient(s) is withheld as a trade secret in accordance with Regulations Amending the Hazardous Product Regulations (HPR) SOR/2018-68 and 29 CRF 1910.1200.

*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

**As Al₂(SO₄)₃•14H₂O (Dry Aluminum Sulfate).

SECTION 4: FIRST AID MEASURES

Description of First-aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label if possible).

Inhalation: Remove to fresh air and keep at rest in a position comfortable for breathing. Obtain medical attention if breathing difficulty persists.

Skin Contact: Remove contaminated clothing. Gently wash with plenty of soap and water followed by rinsing with water for at least 15 minutes. Call a POISON CENTER or doctor/physician if you feel unwell. Wash contaminated clothing before reuse.

Eye Contact: Rinse cautiously with water for at least 30 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician.

Ingestion: Do NOT induce vomiting. Rinse mouth. Immediately call a POISON CENTER or doctor/physician.

Most Important Symptoms and Effects Both Acute and Delayed

General: Causes serious eye damage.

Inhalation: May cause respiratory irritation.

Skin Contact: May cause skin irritation.

Eye Contact: Causes serious eye damage. Symptoms may include: Redness, pain, swelling, itching, burning, tearing, and blurred vision.

Ingestion: Ingestion is likely to be harmful or have adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Indication of Any Immediate Medical Attention and Special Treatment Needed

If you feel unwell, seek medical advice (show the label where possible).

SECTION 5: FIRE-FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media: Use extinguishing media appropriate for surrounding fire.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Clar-Ion® CS4

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not considered flammable but may burn at high temperatures.

Explosion Hazard: Contact with metallic substances may release flammable hydrogen gas.

Reactivity: May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas.

Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: Sulfur oxides.

Other Information: Refer to Section 9 for flammability properties.

Reference to Other Sections

Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Do not get in eyes, on skin, or on clothing. Avoid breathing (vapor, mist, spray).

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Stop leak if safe to do so. Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

Methods and Materials for Containment and Cleaning Up

For Containment: Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Spills should be contained with mechanical barriers. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill.

Reference to Other Sections

See Heading 8. Exposure controls and personal protection. For further information refer to section 13.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Additional Hazards When Processed: Corrosive to metals upon prolonged contact.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work.

Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations.

Storage Conditions: Store in a dry, cool and well-ventilated place. Keep container closed when not in use. Keep/Store away from extremely high or low temperatures and incompatible materials. Store in original container or corrosive resistant and/or lined container.

Incompatible Materials: Strong acids. Strong bases. Strong oxidizers.

Specific End Use(s)

For professional use only. Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Algicide.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Copper compounds (Not applicable)		
USA ACGIH	ACGIH TWA (mg/m ³)	1 mg/m ³ (dust and mist)
USA NIOSH	NIOSH REL (TWA) (mg/m ³)	1 mg/m ³ (dust and mist)

Clar-Ion® CS4

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

USA IDLH	US IDLH (mg/m ³)	100 mg/m ³ (dust and mist)
Manitoba	OEL TWA (mg/m ³)	1 mg/m ³ (dust and mist)
Newfoundland & Labrador	OEL TWA (mg/m ³)	1 mg/m ³ (dust and mist)
Nova Scotia	OEL TWA (mg/m ³)	1 mg/m ³ (dust and mist)
Prince Edward Island	OEL TWA (mg/m ³)	1 mg/m ³ (dust and mist)

Exposure Controls

Appropriate Engineering Controls: Ensure adequate ventilation, especially in confined areas. Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure all national/local regulations are observed.

Personal Protective Equipment: Protective goggles. Gloves. Protective clothing. Insufficient ventilation: wear respiratory protection.



Materials for Protective Clothing: Chemically resistant materials and fabrics.

Hand Protection: Wear chemically resistant protective gloves.

Eye Protection: Chemical safety goggles.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

Environmental Exposure Controls: Do not allow the product to be released into the environment.

Consumer Exposure Controls: Do not eat, drink or smoke during use

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: Clear to blue green color
Odor	: Not available
Odor Threshold	: Not available
pH	: 2.4 - 2.7
Evaporation Rate	: Not available
Melting Point	: Not available
Freezing Point	: -16 °C (3.2 °F)
Boiling Point	: Not available
Flash Point	: Not available
Auto-ignition Temperature	: Not available
Decomposition Temperature	: Not available
Flammability (solid, gas)	: Not applicable
Lower Flammable Limit	: Not available
Upper Flammable Limit	: Not available
Vapor Pressure	: Not available
Relative Vapor Density at 20°C	: Not available
Relative Density	: Not available
Specific Gravity	: 1.29 - 1.32
Solubility	: 100% in water.
Partition Coefficient: N-Octanol/Water	: Not available
Viscosity	: Not available

SECTION 10: STABILITY AND REACTIVITY

Reactivity: May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas.

Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

Clar+Ion® CS4

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Extremely high or low temperatures. Incompatible materials.

Incompatible Materials: Strong acids. Strong bases. Strong oxidizers.

Hazardous Decomposition Products: Thermal decomposition generates: sulfur oxides.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: Not classified

pH: 2.4 - 2.7

Eye Damage/Irritation: Causes serious eye damage.

pH: 2.4 - 2.7

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Effects After Inhalation: May cause respiratory irritation.

Symptoms/Effects After Skin Contact: May cause skin irritation.

Symptoms/Effects After Eye Contact: Causes serious eye damage. Symptoms may include: Redness, pain, swelling, itching, burning, tearing, and blurred vision.

Symptoms/Effects After Ingestion: Ingestion is likely to be harmful or have adverse effects.

Chronic Symptoms: None expected under normal conditions of use.

Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	
LD50 Oral Rat	960 mg/kg

SECTION 12: ECOLOGICAL INFORMATION

Toxicity

Ecology - General: Harmful to aquatic life. Harmful to aquatic life with long lasting effects.

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	
LC50 Fish 1	0.66 (0.66 - 1.15) mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [semi-static])
EC50 Daphnia 1	0.147 (0.147 - 0.227) mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])
LC50 Fish 2	0.96 (0.96 - 1.8) mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])

Persistence and Degradability Not available

Bioaccumulative Potential Not available

Mobility in Soil Not available

Other Adverse Effects

Other Information: Avoid release to the environment.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.

Ecology - Waste Materials: Avoid release to the environment.





Clar+Ion® CS4

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

TRANSPORTATION CLASSIFICATION	DOT	TDG	IMDG	IATA
Identification Number	UN3264	UN3264	UN3264	UN3264
Proper Shipping Name	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S. (CONTAINS ALUMINUM SULFATE)
Transport Hazard Class(es)	8	8	8	8
				
Packing Group	III	III	III	III
Environmental Hazards	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant: N/A
Emergency Response	ERG Number : 154	ERAP Index: Not applicable	EMS: F-A, S-B	ERG code (IATA): 8L
Additional Information	Not applicable	Not applicable	Not applicable	Not applicable

SECTION 15: REGULATORY INFORMATION

US Federal Regulations

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	Not applicable	Not applicable	Not applicable	No
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	5000 lb	Not applicable	Not applicable	No

SARA 311/312

Clar+Ion® CS4
Immediate (acute) health hazard

US TSCA Flags Not present

US State Regulations

California Proposition 65

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	No	No	No	No
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	No	No	No	No

State Right-To-Know Lists

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)
U.S. - Massachusetts - Right To Know List - No
U.S. - New Jersey - Right to Know Hazardous Substance List - No
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - No
U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
U.S. - Pennsylvania - RTK (Right to Know) List - No

Clar-Ion® CS4

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Sulfuric acid, aluminum salt (3:2) (10043-01-3)
U.S. - Massachusetts - Right To Know List - Yes
U.S. - New Jersey - Right to Know Hazardous Substance List - Yes
U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - Yes
U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
U.S. - Pennsylvania - RTK (Right to Know) List - Yes

Canadian Regulations

Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)
Listed on the Canadian DSL (Domestic Substances List)* Anhydrous form is listed on the DSL as (7758-98-7)
Not listed on the Canadian NDSL (Non-Domestic Substances List)
Sulfuric acid, aluminum salt (3:2) (10043-01-3)
Listed on the Canadian DSL (Domestic Substances List)
Not listed on the Canadian NDSL (Non-Domestic Substances List)

International Inventories/Lists

Chemical Name (CAS No.)	Australia AICS	Turkey CICR	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EU NLP	Mexico INSQ
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8)	Yes	No	No	No	No	No	No	No
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	Yes	Yes	Yes	Yes	No	No	No	Yes
Chemical Name (CAS No.)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSC	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Sulfuric acid, copper(2+) salt (1:1), pentahydrate (7758-99-8) * Anhydrous form is listed on TSCA as (7758-98-7)	Yes	No	No	Yes	Yes	Yes	Yes	Yes
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	Yes	Yes	No	No	No	Yes	Yes	Yes

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Date of Preparation or Latest Revision : 05/26/2018

Revision Summary

Section	Change	Date Changed
5	Language modified	05/26/2018
6	Language modified	05/26/2018
7	Language modified	05/26/2018
10	Language modified	05/26/2018
13	Language modified	05/26/2018
14	Language modified	05/26/2018

Other Information

: This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

GHS Full Text Phrases:

Acute Tox. 4 (Oral)	Acute toxicity (oral) Category 4
Aquatic Acute 1	Hazardous to the aquatic environment - Acute Hazard Category 1
Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Aquatic Chronic 1	Hazardous to the aquatic environment - Chronic Hazard Category 1
Aquatic Chronic 3	Hazardous to the aquatic environment - Chronic Hazard Category 3
Eye Dam. 1	Serious eye damage/eye irritation Category 1

Clar+Ion® CS4

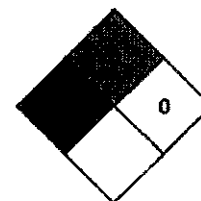
Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Eye Irrit. 2A	Serious eye damage/eye irritation Category 2A
Met. Corr. 1	Corrosive to metals Category 1
Skin Irrit. 2	Skin corrosion/irritation Category 2
H290	May be corrosive to metals
H302	Harmful if swallowed
H315	Causes skin irritation
H318	Causes serious eye damage
H319	Causes serious eye irritation
H400	Very toxic to aquatic life
H402	Harmful to aquatic life
H410	Very toxic to aquatic life with long lasting effects
H412	Harmful to aquatic life with long lasting effects

NFPA 704

- NFPA Health Hazard** : 3 - Materials that, under emergency conditions, can cause serious or permanent injury.
- NFPA Fire Hazard** : 0 - Materials that will not burn under typical fire conditions.
- NFPA Reactivity Hazard** : 0 - Material that in themselves are normally stable, even under fire conditions.



HMIS Rating

- Health** : 3 Serious Hazard - Major injury likely unless prompt action is taken and medical treatment is given
- Flammability** : 0 Minimal Hazard
- Physical** : 0 Minimal Hazard
- PPE** : See Section 8

Abbreviations and Acronyms

AICS – Australian Inventory of Chemical Substances	LC50 – Median Lethal Concentration
ACGIH – American Conference of Governmental Industrial Hygienists	LD50 – Median Lethal Dose
AIHA – American Industrial Hygiene Association	LOAEL – Lowest Observed Adverse Effect Level
ATE – Acute Toxicity Estimate	LOEC – Lowest-observed-effect Concentration
BCF – Bioconcentration factor	Log Pow – Octanol/water Partition Coefficient
BEI – Biological Exposure Indices (BEI)	NFPA 704 – National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response
CAS No. – Chemical Abstracts Service number	NIOSH – National Institute for Occupational Safety and Health
CERCLA RQ – Comprehensive Environmental Response, Compensation, and Liability Act - Reportable Quantity	NLP – Europe No Longer Polymers List
CICR – Turkish Inventory and Control of Chemicals	NOAEL – No-Observed Adverse Effect Level
DOT – 49 CFR – US Department of Transportation – Code of Federal Regulations Title 49 – Transportation.	NOEC – No-Observed Effect Concentration
EC50 – Median effective concentration	NZIOC – New Zealand Inventory of Chemicals
ECL – Korea Existing Chemicals List	OEL – Occupational Exposure Limits
EINECS – European Inventory of Existing Commercial Chemical Substances	OSHA – Occupational Safety and Health Administration
ELINCS – European List of Notified Chemical Substances	PEL – Permissible Exposure Limits
EmS – IMDG Emergency Schedule Fire & Spillage	PICCS – Philippine Inventory of Chemicals and Chemical Substances
ENCS – Japanese Existing and New Chemical Substances Inventory	PDSCCL – Japan Poisonous and Deleterious Substances Control Law
EPA – Environmental Protection Agency	PPE – Personal Protective Equipment
EPCRA 304 RQ – EPCRA 304 Extremely Hazardous Substance Emergency Planning and Community Right-to-Know-Act – Reportable Quantity	PRTR – Japan Pollutant Release and Transfer Register
ERAP Index – Emergency Response Assistance Plan Quantity Limit	REL – Recommended Exposure Limit
ErC50 – EC50 in Terms of Reduction Growth Rate	SADT – Self Accelerating Decomposition Temperature
ERG code (IATA) – Emergency Response Drill Code as found in the International Civil Aviation Organization (ICAO)	SARA – Superfund Amendments and Reauthorization Act
ERG No. – Emergency Response Guide Number	SARA 302 – Section 302, 40 CFR Part 355
HCCL – Hazard Communication Carcinogen List	SARA 311/312 – Sections 311 and 312, 40 CFR Part 370 Hazard Categories
HMIS – Hazardous Materials Information System	SARA 313 – Section 313, 40 CFR Part 372
IARC – International Agency for Research on Cancer	SRCL – Specifically Regulated Carcinogen List
IATA – International Air Transport Association – Dangerous Goods Regulations	STEL – Short Term Exposure Limit
IDLH – Immediately Dangerous to Life or Health	SVHC – European Candidate List of Substance of Very High Concern
IECSC – Inventory of Existing Chemical Substances Produced or Imported in	TDG – Transport Canada Transport of Dangerous Goods Regulations
	TLM – Median Tolerance Limit
	TLV – Threshold Limit Value
	TPQ – Threshold Planning Quantity

Clar-Ion® CS4

Safety Data Sheet

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China

IMDG - International Maritime Dangerous Goods Code

INSQ - Mexican National Inventory of Chemical Substances

ISHL - Japan Industrial Safety and Health Law

TSCA -- United States Toxic Substances Control Act

TWA - Time Weighted Average

WEEL - Workplace Environmental Exposure Levels

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.

Responsible Care®

Our commitment to sustainability.



Gestion responsable™

Nos engagements envers le développement durable.

Chemtrade NA GHS SDS 2015



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Friday, July 26, 2024** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

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<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=chemtrade&PlantState=Texas+TX&>

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

Chemtrade Logistics, Inc.

155 Gordon Baker Road

Suite 300

Toronto, ON M2H 3N5

Canada

1-866-887-8805

416-496-5856

[Visit this company's website](#)

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

Facility : Beaumont, TX

Sodium Bisulfite[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Bisulfite	Dechlorinator & Antioxidant	50mg/L
Sodium Bisulfite Solution	Dechlorinator & Antioxidant	50mg/L

[1] This product contains sulfite.

Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals.

The maximum recommended allowable

residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

Sulfuric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
93% Sulfuric Acid	pH Adjustment	50mg/L
98% Sulfuric Acid	pH Adjustment	50mg/L
99% Sulfuric Acid	pH Adjustment	50mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Chemtrade Solutions LLC (formerly General Chemical LLC)

155 Gordon Baker Road

Suite 300

Toronto, ON M2H 3N5

Canada

866-887-8805

416-496-5856

[Visit this company's website](http://www.chemtradelogistics.com)

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

Facility : Celina, TX

Ammonium Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ammonium Sulfate Solution	Chloramination	40mg/L
Liquid Ammonium Sulfate	Chloramination	40mg/L

Ferrie Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
60% LFS	Coagulation & Flocculation	600mg/L
Fe ₃	Coagulation & Flocculation	600mg/L
Fer+Ion F10	Coagulation & Flocculation	450mg/L
Fer+Ion F15	Coagulation & Flocculation	336mg/L
Fer+Ion F150	Coagulation & Flocculation	600mg/L
Fer+Ion F1550	Coagulation & Flocculation	600mg/L
Fer+Ion F20	Coagulation & Flocculation	256mg/L
Fer+Ion F250	Coagulation & Flocculation	600mg/L
Fer+Ion F3	Coagulation & Flocculation	600mg/L

Fer+Ion F350	Coagulation & Flocculation	600mg/L
Fer+Ion F5	Coagulation & Flocculation	600mg/L
Fer+Ion F7	Coagulation & Flocculation	600mg/L
Fer+Ion F750	Coagulation & Flocculation	600mg/L
Ferric Sulfate 50%	Coagulation & Flocculation	600mg/L
Ferric Sulfate 55%	Coagulation & Flocculation	600mg/L
Ferric Sulfate 60%	Coagulation & Flocculation	600mg/L
Ferric Sulfate Solution	Coagulation & Flocculation	600mg/L
Liquid Ferric Sulfate	Coagulation & Flocculation	600mg/L

Polymer Blends**Trade Designation****Product Function****Max Use**

Fer+Ion 202.5	Coagulation & Flocculation	250mg/L
Fer+Ion 205	Coagulation & Flocculation	250mg/L
Fer+Ion 2050	Coagulation & Flocculation	400mg/L
Fer+Ion 2055	Coagulation & Flocculation	400mg/L
Fer+Ion 210	Coagulation & Flocculation	250mg/L
Fer+Ion 2100	Coagulation & Flocculation	200mg/L
Fer+Ion 2105	Coagulation & Flocculation	200mg/L
Fer+Ion 215	Coagulation & Flocculation	166mg/L
Fer+Ion 302.5[PY]	Coagulation & Flocculation	250mg/L
Fer+Ion 305[PY]	Coagulation & Flocculation	200mg/L
Fer+Ion 3050[PY]	Coagulation & Flocculation	200mg/L
Fer+Ion 3055[PY]	Coagulation & Flocculation	200mg/L
Fer+Ion 310[PY]	Coagulation & Flocculation	100mg/L
Fer+Ion 3100[PY]	Coagulation & Flocculation	100mg/L
Fer+Ion 3105[PY]	Coagulation & Flocculation	100mg/L

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

Facility : Odem, TX**Aluminum Chlorohydrate [AL]****Trade Designation****Product Function****Max Use**

Gen+Pac® 2370	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1090	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92005[2]	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92010	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92015	Coagulation & Flocculation	250mg/L

Hyper+Ion® 92020	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92025	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92030	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9517	Coagulation & Flocculation	250mg/L

[2] This product may contain copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water should be monitored to ensure that levels of copper do not exceed regulatory requirements.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Aluminum Chlorohydrate/Polyaluminum Chloride[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
EC-409	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1030	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1060	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2662	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2767	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4393	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5523	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5848	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5969	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6311	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6791	Coagulation & Flocculation	250mg/L
Hyper+Ion® 700	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8551	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8673	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8962	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9084	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9114	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92006	Coagulation & Flocculation	150mg/L
Hyper+Ion® 92035	Coagulation & Flocculation	150mg/L
Hyper+Ion® 92040	Coagulation & Flocculation	150mg/L
Hyper+Ion® 92045	Coagulation & Flocculation	150mg/L
Hyper+Ion® 92050	Coagulation & Flocculation	150mg/L
Hyper+Ion® 9213	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9409	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1204	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2167	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3109	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5044	Coagulation & Flocculation	250mg/L

Hyper+lon® 800	Coagulation & Flocculation	250mg/L
Hyper+lon® 8551	Coagulation & Flocculation	250mg/L
Hyper+lon® 9128	Coagulation & Flocculation	250mg/L
Hyper+lon® 9313	Coagulation & Flocculation	250mg/L
PAC® 2370	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Aluminum Sulfate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Alum	Coagulation & Flocculation	400mg/L
Aluminum Sulfate	Coagulation & Flocculation	400mg/L
Clar+Ion® 9341[CP] [PO]	Coagulation & Flocculation	400mg/L
Clar+Ion® A1	Coagulation & Flocculation	400mg/L
Clar+Ion® A10	Coagulation & Flocculation	400mg/L
Clar+Ion® A3	Coagulation & Flocculation	400mg/L
Clar+Ion® A5	Coagulation & Flocculation	400mg/L
Clar+Ion® A7	Coagulation & Flocculation	400mg/L
Clar+Ion® CS[CP]	Coagulation & Flocculation	110mg/L
Clar+Ion® CS12[CP]	Coagulation & Flocculation	110mg/L
Clar+Ion® CS4[CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® CS8[CP]	Coagulation & Flocculation	200mg/L
Gen+Pas® 701	Coagulation & Flocculation	400mg/L
Gen+Pas® 703	Coagulation & Flocculation	400mg/L
Gen+Pas® 705	Coagulation & Flocculation	400mg/L
Gen+Pas® 707	Coagulation & Flocculation	400mg/L
Gen+Pas® 710	Coagulation & Flocculation	400mg/L
Liquid Alum	Coagulation & Flocculation	400mg/L
Liquid Alum Acidized 0.5-10.0%	Coagulation & Flocculation	400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

[PO] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.

Ammonium Sulfate

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
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Ammonium Sulfate Solution	Chloramination	40mg/L
Liquid Ammonium Sulfate	Chloramination	40mg/L

Citric Acid[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Citric Acid Solution	Membrane Cleaner	NA
Genclean 704	Membrane Cleaner	NA
Liquid Citric Acid	Membrane Cleaner	NA

[1] This product is designed to be used off-line and flushed out prior to using the system for drinking water, following manufacturer's use instructions.

Copper Sulfate[CP]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua-Ox 446[PO]	Algicide	16mg/L
Copper Sulfate Solution	Algicide	16mg/L
Liquid Copper Sulfate 25%	Algicide	16mg/L

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

[PO] The finished drinking water shall be monitored to ensure that levels of manganese do not exceed 0.05 mg/L.

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clar+Ion® P825	Coagulation & Flocculation	50mg/L
Clar+Ion® P830	Coagulation & Flocculation	50mg/L
Clar+Ion® P846	Coagulation & Flocculation	50mg/L
Clar+Ion® P850	Coagulation & Flocculation	50mg/L
Clar+Ion® P855	Coagulation & Flocculation	50mg/L
Clar+Ion® P9160	Coagulation & Flocculation	32mg/L
Clar+Ion® P9161	Coagulation & Flocculation	32mg/L
Clar+Ion® P917	Coagulation & Flocculation	25mg/L

Polyacrylamide[PC]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Hyper+Lyte 30	Coagulation & Flocculation	3.5mg/L

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

Polyaluminum Chloride [AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Gen+Pac® 2370	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1090	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92005[2]	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92010	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92015	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92020	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92025	Coagulation & Flocculation	250mg/L
Hyper+Ion® 92030	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9517	Coagulation & Flocculation	250mg/L

[2] This product may contain copper and may increase the amount of copper present in the finished drinking water. Following use of this product, the finished drinking water should be monitored to ensure that levels of copper do not exceed regulatory requirements.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polymer Blends

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clar+Ion A403P[AL] [PY]	Coagulation & Flocculation	400mg/L
Clar+Ion® 9100[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 91008[AL] [CP]	Coagulation & Flocculation	200mg/L
Clar+Ion® 91012[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 91014[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 91018[AL] [CP]	Coagulation & Flocculation	200mg/L
Clar+Ion® 91024[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 910312[AL] [CP]	Coagulation & Flocculation	110mg/L
Clar+Ion® 91034[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 91042[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 91044[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 91048[AL] [CP]	Coagulation & Flocculation	200mg/L
Clar+Ion® 91054[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 91108[AL] [CP]	Coagulation & Flocculation	200mg/L
Clar+Ion® 91212[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 91214[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® 914112[AL] [CP]	Coagulation & Flocculation	110mg/L
Clar+Ion® 91414[AL] [CP]	Coagulation & Flocculation	400mg/L

Clar+Ion® 91734[AL] [CP]	Coagulation & Flocculation	400mg/L
Clar+Ion® A402H[AL] [PY]	Coagulation & Flocculation	400mg/L
Clar+Ion® A403H[AL] [PY]	Coagulation & Flocculation	400mg/L
Clar+Ion® A4041[AL] [PY]	Coagulation & Flocculation	400mg/L
Clar+Ion® A4041M[AL] [PY]	Coagulation & Flocculation	400mg/L
Clar+Ion® A407.5P[AL] [PY]	Coagulation & Flocculation	333mg/L
Clar+Ion® A410P[AL]	Coagulation & Flocculation	250mg/L
Clar+Ion® A412P[AL]	Coagulation & Flocculation	208mg/L
Clar+Ion® A4522[AL] [PY]	Coagulation & Flocculation	400mg/L
Clar+Ion® P950[PY]	Coagulation & Flocculation	40mg/L
Clar+Ion® P951[PY]	Coagulation & Flocculation	40mg/L
Hyper+Ion® 92300[AL] [PY]	Coagulation & Flocculation	150mg/L
Hyper+Ion® 92303[AL] [CP]	Coagulation & Flocculation	300mg/L
Hyper+Ion® 9233[AL] [PY]	Coagulation & Flocculation	150mg/L
Hyper+Ion® 92412[AL] [CP]	Coagulation & Flocculation	300mg/L
Hyper+Ion® 92413[AL] [CP]	Coagulation & Flocculation	300mg/L
Hyper+Ion® 92414[AL] [CP]	Coagulation & Flocculation	300mg/L
Hyper+Ion® 92415[AL] [CP]	Coagulation & Flocculation	300mg/L
Hyper+Ion® 92416[AL] [CP]	Coagulation & Flocculation	300mg/L
Hyper+Ion® 92417[AL] [CP]	Coagulation & Flocculation	300mg/L
Hyper+Ion® 92418[AL] [CP]	Coagulation & Flocculation	300mg/L
Hyper+Ion® 92419[AL] [CP]	Coagulation & Flocculation	300mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

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

Sodium Hydroxide

Trade Designation	Product Function	Max Use
Caustic Soda 20-30%	Corrosion & Scale Control pH Adjustment	167mg/L
Caustic Soda 50%	Corrosion & Scale Control pH Adjustment	100mg/L

Facility : Terrell, TX

Aluminum Chlorohydrate[AL]

Trade Designation	Product Function	Max Use
EC-409	Coagulation & Flocculation	250mg/L
Gen+Pac® 2370	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1030	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1060	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1090	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2662	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2767	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4393	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5523	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5848	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5969	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6311	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6791	Coagulation & Flocculation	250mg/L
Hyper+Ion® 700	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8551	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8673	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8962	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9084	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9114	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9213	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9409	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9517	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1204	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2167	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3109	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5044	Coagulation & Flocculation	250mg/L
Hyper+Ion® 800	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9128	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9313	Coagulation & Flocculation	250mg/L
PAC® 2370	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polyaluminum Chloride[AL]

Trade Designation	Product Function	Max Use
EC-409	Coagulation & Flocculation	250mg/L
Gen+Pac® 2370	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1030	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1060	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1090	Coagulation & Flocculation	250mg/L

Hyper+Ion® 2662	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2767	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4393	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5523	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5848	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5969	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6311	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6791	Coagulation & Flocculation	250mg/L
Hyper+Ion® 700	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8551	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8673	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8962	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9084	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9114	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9213	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9409	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9517	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1204	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2167	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3109	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5044	Coagulation & Flocculation	250mg/L
Hyper+Ion® 800	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9128	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9313	Coagulation & Flocculation	250mg/L
PAC® 2370	Coagulation & Flocculation	250mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

Polymer Blends[AL] [PY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CPL-44420	Coagulation & Flocculation	100mg/L
EC-463	Coagulation & Flocculation	43mg/L
Gen+Pac® 1270-20A	Coagulation & Flocculation	100mg/L
Gen+Pac® 1270-35A	Coagulation & Flocculation	71mg/L
Hyper+Ion® 1001	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1055	Coagulation & Flocculation	100mg/L
Hyper+Ion® 1084	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1098	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1246	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1271	Coagulation & Flocculation	100mg/L
Hyper+Ion® 1319	Coagulation & Flocculation	250mg/L

Hyper+Ion® 1339	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1432	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1487	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1530	Coagulation & Flocculation	200mg/L
Hyper+Ion® 1587	Coagulation & Flocculation	40mg/L
Hyper+Ion® 1614	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1674	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1814	Coagulation & Flocculation	250mg/L
Hyper+Ion® 1816	Coagulation & Flocculation	62mg/L
Hyper+Ion® 2061	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2063	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2065	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2107	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2143	Coagulation & Flocculation	100mg/L
Hyper+Ion® 2230	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2248	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2269	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2324	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2411	Coagulation & Flocculation	100mg/L
Hyper+Ion® 2441	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2467	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2542	Coagulation & Flocculation	100mg/L
Hyper+Ion® 2558	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2614	Coagulation & Flocculation	100mg/L
Hyper+Ion® 2819	Coagulation & Flocculation	250mg/L
Hyper+Ion® 2908	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3072	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3077	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3108	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3212	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3228	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3238	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3307	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3488	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3530	Coagulation & Flocculation	71mg/L
Hyper+Ion® 3558	Coagulation & Flocculation	100mg/L
Hyper+Ion® 3602	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3768	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3794	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3872	Coagulation & Flocculation	100mg/L
Hyper+Ion® 3883	Coagulation & Flocculation	100mg/L
Hyper+Ion® 3938	Coagulation & Flocculation	250mg/L
Hyper+Ion® 3948	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4018	Coagulation & Flocculation	100mg/L

Hyper+Ion® 4019	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4035	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4107	Coagulation & Flocculation	100mg/L
Hyper+Ion® 4131	Coagulation & Flocculation	100mg/L
Hyper+Ion® 4195	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4253	Coagulation & Flocculation	100mg/L
Hyper+Ion® 4262	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4362	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4457	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4557	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4602	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4616	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4639	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4654	Coagulation & Flocculation	100mg/L
Hyper+Ion® 4703	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4815	Coagulation & Flocculation	250mg/L
Hyper+Ion® 4948	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5022	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5051	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5220	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5244	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5268	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5397	Coagulation & Flocculation	100mg/L
Hyper+Ion® 5417	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5540	Coagulation & Flocculation	100mg/L
Hyper+Ion® 5576	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5632	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5725	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5754	Coagulation & Flocculation	250mg/L
Hyper+Ion® 5791	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6106	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6121	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6205	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6351	Coagulation & Flocculation	100mg/L
Hyper+Ion® 6353	Coagulation & Flocculation	100mg/L
Hyper+Ion® 6354	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6388	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6481	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6550	Coagulation & Flocculation	100mg/L
Hyper+Ion® 6680	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6844	Coagulation & Flocculation	100mg/L
Hyper+Ion® 6865	Coagulation & Flocculation	250mg/L
Hyper+Ion® 6897	Coagulation & Flocculation	100mg/L
Hyper+Ion® 6902	Coagulation & Flocculation	250mg/L

Hyper+Ion® 701	Coagulation & Flocculation	250mg/L
Hyper+Ion® 702	Coagulation & Flocculation	250mg/L
Hyper+Ion® 705	Coagulation & Flocculation	200mg/L
Hyper+Ion® 7080	Coagulation & Flocculation	100mg/L
Hyper+Ion® 710	Coagulation & Flocculation	100mg/L
Hyper+Ion® 7192	Coagulation & Flocculation	250mg/L
Hyper+Ion® 720	Coagulation & Flocculation	50mg/L
Hyper+Ion® 7224	Coagulation & Flocculation	250mg/L
Hyper+Ion® 7244	Coagulation & Flocculation	250mg/L
Hyper+Ion® 725	Coagulation & Flocculation	40mg/L
Hyper+Ion® 7253	Coagulation & Flocculation	100mg/L
Hyper+Ion® 725D	Coagulation & Flocculation	43mg/L
Hyper+Ion® 7287	Coagulation & Flocculation	250mg/L
Hyper+Ion® 735	Coagulation & Flocculation	29mg/L
Hyper+Ion® 7420	Coagulation & Flocculation	250mg/L
Hyper+Ion® 7479	Coagulation & Flocculation	250mg/L
Hyper+Ion® 7748	Coagulation & Flocculation	250mg/L
Hyper+Ion® 7793	Coagulation & Flocculation	250mg/L
Hyper+Ion® 7821	Coagulation & Flocculation	250mg/L
Hyper+Ion® 7832	Coagulation & Flocculation	250mg/L
Hyper+Ion® 7918	Coagulation & Flocculation	250mg/L
Hyper+Ion® 7970	Coagulation & Flocculation	250mg/L
Hyper+Ion® 802	Coagulation & Flocculation	250mg/L
Hyper+Ion® 805	Coagulation & Flocculation	250mg/L
Hyper+Ion® 810	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8135	Coagulation & Flocculation	250mg/L
Hyper+Ion® 820	Coagulation & Flocculation	125mg/L
Hyper+Ion® 8233	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8240	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8302	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8323	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8348	Coagulation & Flocculation	250mg/L
Hyper+Ion® 835	Coagulation & Flocculation	71mg/L
Hyper+Ion® 8364	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8518	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8608	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8815	Coagulation & Flocculation	250mg/L
Hyper+Ion® 8871	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9003	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9020	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9033	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9057	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9079	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9123	Coagulation & Flocculation	250mg/L

Hyper+Ion® 9127	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9170	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9194	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9291	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9309	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9318	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9350	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9366	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9369	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9387	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9408	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9442	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9489	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9498	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9607	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9676	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9691	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9743	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9803	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9822	Coagulation & Flocculation	100mg/L
Hyper+Ion® 9863	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9968	Coagulation & Flocculation	250mg/L
Hyper+Ion® 9982	Coagulation & Flocculation	250mg/L
Hyper+lon® 1752	Coagulation & Flocculation	100mg/L
Hyper+lon® 2275	Coagulation & Flocculation	100mg/L
Hyper+lon® 3178	Coagulation & Flocculation	100mg/L
Hyper+lon® 3821	Coagulation & Flocculation	100mg/L
Hyper+lon® 4102	Coagulation & Flocculation	100mg/L
Hyper+lon® 5677	Coagulation & Flocculation	100mg/L
Hyper+lon® 6225	Coagulation & Flocculation	100mg/L
Hyper+lon® 7071	Coagulation & Flocculation	100mg/L
Hyper+lon® 7327	Coagulation & Flocculation	100mg/L
Hyper+lon® 8804	Coagulation & Flocculation	100mg/L
Hyper+lon® 9140	Coagulation & Flocculation	100mg/L
Hyper+lon® 9558	Coagulation & Flocculation	100mg/L
Hyper+lon® 9850	Coagulation & Flocculation	100mg/L
Hyper+lon® 9903	Coagulation & Flocculation	100mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

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

Number of matching Manufacturers is 2

Number of matching Products is 409

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