



## AGREEMENT FOR LIQUID POLYMER SUPPLY AND DELIVERY SERVICES

THIS AGREEMENT FOR LIQUID POLYMER SUPPLY AND DELIVERY SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **POLYDYNE INC.**, a for-profit corporation duly organized in the state of Georgia and authorized to do business in the state of Florida (EIN: 34-1810283) ("Contractor").

**WHEREAS**, on August 14, 2023, City issued an Invitation to Bid for the provision and delivery of organic polymer for the solids handling systems located at the City of Ocala Water Treatment Plant #1, Water Reclamation Facility #2, and Water Reclamation Facility #3, ITB No.: WRS/230496 (the "Solicitation"); and

**WHEREAS**, one (1) firm responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, Polydyne Inc. was chosen as the intended awardee to provide organic polymer for the solids handling systems located at the City of Ocala Water Treatment Plant #1, Water Reclamation Facility #2, and Water Reclamation Facility #3 (the "Project"); and

**WHEREAS**, Contractor certifies that Contractor is qualified and possesses the required experience and licensure.

**NOW THEREFORE**, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
  - A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:
    - Exhibit A: Scope of Work (A-1 through A-4)
    - Exhibit B: Price Proposal (B-1)
    - Exhibit C: Additional Documents (C-1 through C-75)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, (2) Exhibit B, then (3) Exhibit C.
3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor an amount no greater than **FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.



- A. **Escalation.** Requests for price increases must be submitted no less than **NINETY (90) DAYS** prior to the end of the initial or renewal term along with justification and/or supporting documentation. Any approved price increase shall be based on the CPI-U and subject to a maximum negotiated increase of no more than **THREE PERCENT (3%)** annually unless there are mitigating market conditions.
  - B. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Water Resources Department**, Attn: **Robyn Preston, 1808 NE 36<sup>th</sup> Avenue, Ocala, FL 34470**, E-Mail: [rbpreston@ocalafl.gov](mailto:rbpreston@ocalafl.gov).
  - C. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
  - D. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
  - E. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
  - F. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
  - G. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **TERM OF AGREEMENT.** This Agreement shall commence on **NOVEMBER 1, 2023** and continue in effect for a term of **TWO (2) YEARS**, through and including **OCTOBER 31, 2025** (the "Term"). This Agreement may be renewed for up to **TWO (2)** additional **ONE (1) YEAR** periods by written consent between City and Contractor.
  6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected



by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

- A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
  - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.
- A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
  - B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, procedures, or safety precautions or programs incident Contractor's furnishing and performing the work.
8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
    - (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
    - (2) Contractor provides material that does not meet the specifications of the Agreement;
    - (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or



- (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.
- B. **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
  - (2) City shall be entitled to hire another Contractor to complete the required work in accordance with the needs of City;
  - (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
  - (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.
- D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Contractor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
- E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide a **THIRTY (30) DAY** written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.
9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall



be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

12. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:

- A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
- B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
- C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
- D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
- B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
- C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
- D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
- E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.





14. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
15. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A**. City has the authority to stop work or to suspend any work.
16. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
17. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
  - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
  - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
  - C. Policy must include coverage for contractual liability and independent contractors.
  - D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.
18. **POLLUTION LIABILITY INSURANCE.** If not otherwise included in Contractor's Commercial General Liability Insurance coverage, Contractor shall procure and maintain, for a period of **THREE (3)** years after final completion of the Work under this Agreement, pollution liability insurance coverage for claims arising from the discharge, dispersal, release, or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water, including groundwater, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit. This shall include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for the investigation, defense, or settlement of claims.
19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such



coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**

## 20. MISCELLANEOUS INSURANCE PROVISIONS.

- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
- B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. Certificates of Insurance. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: [vendors@ocalafl.org](mailto:vendors@ocalafl.org).** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. City as Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.
- E. Notice of Cancellation of Insurance. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at [vendors@ocalafl.org](mailto:vendors@ocalafl.org).



- F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. Severability of Interests. Contractor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
21. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- A. All employees on the work and other persons that may be affected thereby;
  - B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
  - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.
22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.





24. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
25. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
26. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
29. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
  - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the



contract term and following completion of the contract if Contractor does not transfer the records to the public agency.

- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: [clerk@ocalafl.org](mailto:clerk@ocalafl.org); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

30. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
31. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
32. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
33. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
34. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.



35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
36. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
37. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
38. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Polydyne, Inc.  
 Attention: Boyd Stanley  
 1 Chemical Plant Rd.  
 Riceboro, Georgia 31323  
 Phone: 800-848-7659  
 E-mail: [bids@polydyneinc.com](mailto:bids@polydyneinc.com)

If to City of Ocala:

Daphne M. Robinson, Contracting Officer  
 City of Ocala  
 110 SE Watula Avenue, 3rd Floor  
 Ocala, Florida 34471  
 Phone: 352-629-8343  
 E-mail: [notices@ocalafl.org](mailto:notices@ocalafl.org)

Copy to:

William E. Sexton, Esq., City Attorney  
 City of Ocala  
 110 SE Watula Avenue, 3<sup>rd</sup> Floor  
 Ocala, Florida 34471  
 Phone: 352-401-3972  
 E-mail: [cityattorney@ocalafl.org](mailto:cityattorney@ocalafl.org)

39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or



prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
44. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any



third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
49. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
50. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
51. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]**





**IN WITNESS WHEREOF,** the parties have executed this Agreement on

\_\_\_\_\_.

**ATTEST:**

**CITY OF OCALA**

DocuSigned by:  
Angel B. Jacobs  
8003851C38C41A6  
Angel B. Jacobs  
City Clerk

DocuSigned by:  
James P. Hilty, Sr.  
3F0F0C52188F0C0  
James P. Hilty, Sr.  
City Council President

**Approved as to form and legality:**

**POLYDYNE, INC.**

DocuSigned by:  
William Sexton  
800202C2F6E7C00  
William E. Sexton, Esq.  
City Attorney

DocuSigned by:  
Boyd Stanley  
87481A2A1818478...  
By: Boyd Stanley  
(Printed Name)

Title: Sr. Vice-President  
(Title)

**Exhibit A – SCOPE OF WORK****CONTRACT# WRS/230496****BACKGROUND**

Contractor shall provide supply and delivery of polymer for the solids handling systems at the City of Ocala Water Treatment Plant # 1 (WTP1), Water Reclamation Facility # 2 (WRF2) and Water Reclamation Facility # 3 (WRF3). Only chemicals known as organic polymer which are synthetic, high molecular weight, water soluble polyelectrolyte and manufactured specifically as flocculants for the sludge conditioning will be used.

The polymer is to be purchased in accordance with the City of Ocala Procurement Department terms and conditions and the following specifications.

**Section 1: PRODUCT SPECIFICATIONS**1.1 General Specifications

The City will accept liquid polymer only. Polymers shall be emulsion type and readily and completely soluble in water. The polymer must maintain ninety percent (90%) strength for up to six (6) full months after delivery. Physical and chemical characteristics shall not change during this period. The polymer materials in both concentrated and diluted form shall be classified as non-hazardous material for shipping and use under applicable standards and shall not require special handling nor shall they pose hazards to employees working with them. The polymer supplied must have a low toxicity with respect to contact with the skin and eyes and to accidental ingestion or inhalation. First aid or other suggested medical treatment procedures for this product must be furnished by Contractor prior to delivery of the first shipment along with safety data sheets (SDS). There are three (3) different facilities and three (3) types of sludge for polymer applications.

1.2 Drinking Water

The polymer shall be an Anionic Polyacrylamide water-in-oil emulsion. (30% mole anionic polyacrylamide water-in-oil emulsion). The City of Ocala's polymers shall meet the EPA's Acrylamide and Epichlorohydrin requirements at all times. The polymer shall meet all state and federal requirements for use in potable drinking water. An annual report for Acrylamide and Epichlorohydrin will be required to be sent to the City Project Manager, Robyn Preston, in the month of December.

1.3 Wastewater

Polymers shall be Cationic Polymer and readily and completely soluble in water. The polymer must maintain ninety (90%) strength for up to six (6) full months after delivery. Physical and chemical characteristics shall not change during this period. The polymer shall meet all state and federal requirements for use in wastewater treatment.

**Section 2: PROCESS DESCRIPTION**2.1 Water Treatment Plant Facility Process

The City of Ocala's Water Treatment plant is a 24.42 MGD Lime Softening Facility with an average daily flow of 13 MGD. The treatment process utilizes calcium oxide for softening and polymer to aid in coagulation. The polymer will be compatible with the in-place delivery system, a Blue and White peristaltic pump. The pumping system utilizes liquid polymer in 55-gallon plastic drums.

**Exhibit A – SCOPE OF WORK****CONTRACT# WRS/230496**2.2 Water Reclamation Facility # 2 Process

WRF2 is a 6.5 MGD Oxidation Ditch Denitrification Facility with a Hiller centrifuge. The polymer will be compatible with the in-place delivery system, a Blue and White peristaltic pump. The pumping system utilizes liquid polymer in 55-gallon plastic drums. The feed sludge is aerobically digested.

2.3 Water Reclamation Facility # 3 Process

WRF3 is a 4.0 MGD Oxidation Ditch Denitrification Facility with an Ashbrook Winklepress belt filter press. The polymer will be compatible with the in-place delivery system, Blue and White peristaltic pumps. The pumping system utilizes liquid polymer in 55-gallon plastic drums. The feed sludge is undigested secondary waste sludge.

**Section 3: PRICING**

Unit prices shall be based on a price per pound of bulk polymer solution. Pricing shall include any and all freight, product packaging requirements (see Section 4), or special equipment required by this scope of work and specifications. Cost per ton will be computed by the following formula:  $\$/\text{Dry Ton} = \$/\text{lb. of polymer} \times \text{lbs. of polymer/Dry Ton}$ .

**Section 4: REQUIRED PRODUCT PACKAGING**

Polymer shall be packaged in disposable 55-gallon plastic containers.

For all treatment facilities, WTP1, WRF2 and WRF3, the preferred containers shall be 55-gallon plastic drums with two (2) 2" inch outer holes. The containers shall net a product content of approximately 450 lbs. The polymer containers shall be compatible with the in-place polymer feed system.

**Section 5: CONTRACT TERMINATION AND DAMAGES**5.1 Termination

The City may terminate this agreement at any time for cause and may also terminate this Agreement with or without cause by giving at least thirty (30) days prior written notice to Contractor.

5.2 Causes for Termination

1. The polymer being furnished by the seller is not performing by the following criteria:  
Product Performance - The sludge feed rate during testing shall be approximately 120 gpm at WRF2 and WRF3. Sludge feed solids typically average between 0.7 % and 1.4 % total solids. Polymer used during the testing shall be furnished by the Contractor at no cost to the City. Samples of polymer used during testing will be taken and retained by the City. If the product fails to perform as indicated, the Contractor will be notified within twenty-four (24) hours and within three (3) days of the notification will be required to correct the problem.
2. It is not substantially the same as the material used during trial evaluations. When this occurs, the Contractor will be notified within twenty-four (24) hours and within three (3) days of the notification will be required to correct the problem.
3. If any of the City of Ocala Water and Wastewater Facilities are damaged as a result of impurities in the polymer.
4. The quality of the sludge is damaged as a result of impurities in the polymer.

**Exhibit A – SCOPE OF WORK****CONTRACT# WRS/230496**

5. Equipment provided by the seller is not satisfactory or is not working properly and is not repaired or replaced with twenty-four (24) hours. For example, the City will not provide 55-gallon drum mixers to mix the polymer.

**5.3 Damages**

In the event of substantial damage to the City of Ocala Water and Wastewater Facilities, the Contractor shall reimburse the City of Ocala for the cost of any repair, maintenance or replacement resulting there from.

**5.4 Drum Mixers**

If a Contractor requires drum mixers for the polymer to work properly, Contractor will provide mixers to the City at no additional cost. It is the Contractor's responsibility to ensure the mixers are in good working condition at all times. If the equipment furnished by the Contractor is not satisfactory or is not in good working condition, the Contractor will have twenty-four (24) hours to replace or repair the equipment. In addition, the Contractor shall reimburse the City for the cost of any repair, maintenance or replacement of the Contractor's equipment that is necessary to maintain the normal operations of the sludge facility.

**5.5 Shipment Testing and Product Rejection**

The City of Ocala reserves the right to test each shipment. Each shipment must perform satisfactorily as determined by a Jar or Bench Test before it is accepted and must also perform to the minimum performance criteria in these specifications. If any shipment of polymer is provided below the quantity, quality and performance criteria required by these specifications, the City of Ocala reserves the right to reject the shipment. If any shipment of polymer is proven to be more than five percent (5 %) less effective than the control sample when both are tested on the same sludge sample, the City of Ocala reserves the right to reject that shipment. The rejected material shall be removed by the Contractor at the Contractor's expense. The Contractor shall then replace the rejected material with satisfactory material or credit the City for the full delivered price of the rejected material.

**Section 6: DELIVERY****6.1 Delivery Locations and Required Delivery Response Time**

Contractor shall deliver polymer to the City of Ocala Water Treatment Plant # 1 (WTP1) located at 1805 NE 36<sup>th</sup> Avenue, Ocala, Florida 34470; Water Reclamation Facility # 2 (WRF2) located at 4200 SE 24<sup>th</sup> Street, Ocala, Florida 34471; and Water Reclamation Facility # 3 (WRF3) located at 3100 SW 67<sup>th</sup> Avenue, Ocala, Florida 34474 within ten (10) calendar days after notification, except as otherwise permitted. If, for any reason, the polymer cannot be delivered within the allotted time, the City of Ocala reserves the right to purchase the needed polymer from another source.

**6.2 Delivery Hours**

Regular truck delivery of polymer shall be scheduled to arrive at the plant between 8:00 am and 3:30 pm Monday through Friday (normal workdays), unless otherwise arranged by the City of Ocala Water and Wastewater Facilities personnel.

**Exhibit A – SCOPE OF WORK****CONTRACT# WRS/230496****6.3 Delivery Truck and Removal of Containers**

The delivery truck must include a lift gate. Empty polymer containers will be recycled by the City.

**6.4 Polymer Spills**

The Contractor is responsible to hose down and otherwise clean any polymer spills as required by law, which may occur while delivering the polymer.

**Section 7: TESTING OF POLYMERS DURING CONTRACT**

The City of Ocala reserves the right to test polymers of different types and from different manufacturers during the period of this Contract.

**Section 8: TECHNICAL ASSISTANCE****8.1 As Needed Technical Assistance**

The Contractor will be required, at no charge to the City, to provide technical assistance for a minimum of one (1) day per month, if needed, and as requested at the times specified by the City of Ocala Water/Wastewater Treatment Facilities Operator or their designee. The technical assistance may require a representative to come to the City of Ocala Water/Wastewater Treatment Facility if the City of Ocala Water/Wastewater Treatment Facility Operator determines that the problem cannot be corrected over the phone or by email.

**8.2 Emergency Technical Assistance**

In the case of an emergency, Contractor will be required to provide technical assistance with twenty-four (24) hours of notification of such need. To ensure that this requirement can be met, the City of Ocala further requires that Contractor have a qualified technical representative residing in the State of Florida throughout the Contract period. The Contractor must provide a phone number for the technical representative as well as their location. In addition to the above times, additional technical assistance for a period of up to five (5) calendar days shall be required at the beginning of the Contract period at no charge to the City.

**Section 9: NON-CONFORMANCE TO CONTRACT CONDITIONS**

Items may be tested/inspected for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. These items and items not delivered as per delivery date/or purchase order may result in Contractor being found in default in which event any and all re-procurement costs may be charged against the defaulting Contractor. Any violation of these stipulations may also result in Contractor's name being removed from the Contractor/bidder mailing list.

**Section 10: SAMPLES**

Sample of successful Contractor's items may remain on file for the term of the Contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received at time of bid opening. If instructions are not received at this time, the samples shall be disposed of by the City, within a reasonable time as determine appropriate by the City.



Exhibit B - Price Proposal		Contract# WRS/230496	
Polydyne, Inc.			
Item	Description	UOM	Unit Price
1	Polymer for Water Treatment Facility#1 (liquid pound)	LP	\$ 1.70
Item	Description	UOM	Unit Price
2	Polymer for Water Treatment Facility#1 (55 gal drum)	DRUM	\$ 765.00
Item	Description	UOM	Unit Price
3	Polymer for Water Reclamation Facility #2 (liquid pound)	LP	\$ 1.80
Item	Description	UOM	Unit Price
4	Polymer for Water Reclamation Facility #2 (55 gallon drum)	DRUM	\$ 810.00
Item	Description	UOM	Unit Price
5	Polymer for Water Reclamation Facility #3 (liquid pound)	LP	\$ 1.80
Item	Description	UOM	Unit Price
6	Polymer for Water Reclamation Facility #3 (55 gallon drum)	DRUM	\$ 810.00



# POLYDYNE

## FBS C1683 POLYMER

### PRINCIPAL USES

FBS C1683 is a **high** charge cationic polyacrylamide in emulsion form that is used as a flocculant in 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	80 %
Active Polyacrylamide Min.	41 %
Freezing Point	<20° F (<29° C)
Density	8.4 - 8.6 lb/gal

### PREPARATION AND FEEDING

FBS C1683 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	44.0 - 51.0 %
Residual AcAm	< 1000 ppm
Neat Viscosity	500 - 2000 cPs
UL Viscosity	4.2 - 5.2 cPs

### HANDLING AND STORAGE

Suggested in-plant storage life is one year in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of FBS C1683, sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

### SAFETY INFORMATION

FBS C1683 is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

### SHIPPING

FBS C1683 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.

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

#### 1.1. Product identifier

Product name: **FBS C 1282**

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**

FBS C 1282

*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 mm<sup>2</sup>/s measured at 40°C.***Poly(oxy-1,2-ethanediyl),  $\alpha$ -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**

**SAFETY DATA SHEET**

FBS C 1282

**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 (CO<sub>2</sub>). Dry powder.

Warning! Spills produce extremely slippery surfaces.

*Unsuitable extinguishing media:*

None known.

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

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO<sub>x</sub>), carbon oxides (CO<sub>x</sub>). Ammonia (NH<sub>3</sub>). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

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

Wear self-contained breathing apparatus and protective suit.

*Other information:*

Spills produce extremely slippery surfaces.



**SAFETY DATA SHEET**

FBS C 1282

**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:*

**SAFETY DATA SHEET**

FBS C 1282

*Distillates (petroleum), hydrotreated light*ACGIH: 200 mg/m<sup>3</sup> (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**

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

**SAFETY DATA SHEET**

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<i>g) Flash point:</i>	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>	Not applicable.
<i>q) Decomposition temperature:</i>	> 150°C
<i>r) Viscosity:</i>	> 20.5 mm <sup>2</sup> /s @ 40°C
<i>s) Kinematic viscosity:</i>	No data available.
<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**

Oxidizing agents may cause exothermic reactions.

**10.4. Conditions to avoid**

Protect from frost, heat and sunlight.

**10.5. Incompatible materials**

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Oxidizing agents.

**10.6. Hazardous decomposition products**

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO<sub>x</sub>), carbon oxides (CO<sub>x</sub>). Ammonia (NH<sub>3</sub>). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

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

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (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 <sup>3</sup> (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.

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<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), <math>\alpha</math>-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.



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<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)

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

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

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

**12.2. Persistence and degradability***Information on the product as supplied:*

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

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

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*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),  $\alpha$ -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),  $\alpha$ -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.

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

Koc: No data available.

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

Koc: &gt; 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:

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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:

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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 8. Exposure controls/personal protection, 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: 21.01.a

ENCC046



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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.



## 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-6360**

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:

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Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

**2.3. Other hazards**

Spills produce extremely slippery surfaces.

**SECTION 3: Composition/Information on ingredients****3.1. Substances**

Not applicable, this product is a mixture.

**3.2. Mixtures**Hazardous componentsDistillates (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 mm<sup>2</sup>/s measured at 40°C.

Poly(oxy-1,2-ethanediyl),  $\alpha$ -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**

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*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 (CO<sub>2</sub>). Dry powder.  
Warning! Spills produce extremely slippery surfaces.

*Unsuitable extinguishing media:*

None known.

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

Thermal decomposition may produce: nitrogen oxides (NO<sub>x</sub>), carbon oxides (CO<sub>x</sub>). Ammonia (NH<sub>3</sub>). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

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

Wear self-contained breathing apparatus and protective suit.

*Other information:*

Spills produce extremely slippery surfaces.

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

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*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:*

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Distillates (petroleum), hydrotreated lightACGIH: 200 mg/m<sup>3</sup> (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**

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



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<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>	> 20.5 mm <sup>2</sup> /s @ 40°C
<i>s) Kinematic viscosity:</i>	No data available.
<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**

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Incompatible with oxidizing agents.

**10.6. Hazardous decomposition products**

Thermal decomposition may produce: nitrogen oxides (NO<sub>x</sub>), carbon oxides (CO<sub>x</sub>). Ammonia (NH<sub>3</sub>). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

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

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (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 <sup>3</sup> (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.

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<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), <math>\alpha</math>-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.

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<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

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

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

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

**12.2. Persistence and degradability***Information on the product as supplied:*

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

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

<i>Degradation:</i>	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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*Hydrolysis:* Does not hydrolyse.

*Photolysis:* No data available.

*Poly(oxy-1,2-ethanediyl),  $\alpha$ -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),  $\alpha$ -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*



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*Koc:* No data available.

*Poly(oxy-1,2-ethanediyl), α-tridecyl-ω-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.

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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

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**HMIS:**

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

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

SECTION 5. Fire-fighting measures, SECTION 6. Accidental release measures, SECTION 8. Exposure controls/personal protection, SECTION 9. Physical and chemical properties, SECTION 10. Stability and reactivity, SECTION 16. Other Information.

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

**Acronyms**

STOT = Specific target organ toxicity

**Abbreviations**

Acute Tox. 4 = Acute toxicity Category Code 4

Asp. Tox. 1 = Aspiration hazard Category Code 1

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

**Hazard statements**

H302 - Harmful if swallowed

H304 - May be fatal if swallowed and enters airways

H318 - Causes serious eye damage

**Training advice:**

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

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 20.01.a

ENAC001A

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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.



## SAFETY DATA SHEET

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

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

#### *1.1. Product identifier*

Product name: **FBS C1683**

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:

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Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

**2.3. Other hazards**

Spills produce extremely slippery surfaces.

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 mm<sup>2</sup>/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**



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**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 (CO<sub>2</sub>). Dry powder.  
Warning! Spills produce extremely slippery surfaces.

*Unsuitable extinguishing media:*

None known.

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

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO<sub>x</sub>), carbon oxides (CO<sub>x</sub>). Ammonia (NH<sub>3</sub>). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

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

Wear self-contained breathing apparatus and protective suit.

*Other information:*

Spills produce extremely slippery surfaces.

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**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:*

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*Distillates (petroleum), hydrotreated light*ACGIH: 200 mg/m<sup>3</sup> (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**

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

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<i>g) Flash point:</i>	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>	Not applicable.
<i>q) Decomposition temperature:</i>	> 150°C
<i>r) Viscosity:</i>	> 20.5 mm <sup>2</sup> /s @ 40°C
<i>s) Kinematic viscosity:</i>	No data available.
<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**

Oxidizing agents may cause exothermic reactions.

**10.4. Conditions to avoid**

Protect from frost, heat and sunlight.

**10.5. Incompatible materials**

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Oxidizing agents.

**10.6. Hazardous decomposition products**

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO<sub>x</sub>), carbon oxides (CO<sub>x</sub>). Ammonia (NH<sub>3</sub>). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

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

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (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 <sup>3</sup> (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.

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<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), <math>\alpha</math>-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.



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<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)

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

*Poly(oxy-1,2-ethanediyl),  $\alpha$ -tridecyl-w-hydroxy-, branched*

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

**12.2. Persistence and degradability***Information on the product as supplied:*

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

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

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*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), a-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), a-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.

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

Koc: No data available.

Poly(oxy-1,2-ethanediyl),  $\alpha$ -tridecyl- $\omega$ -hydroxy-, branched

Koc: &gt; 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:

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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:

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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 8. Exposure controls/personal protection, 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: 21.01.a

ENCC046

**SAFETY DATA SHEET**

FBS C1683

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.





# POLYDYNE

## CLARIFLOC A-6360 POLYMER

### PRINCIPAL USES

CLARIFLOC A-6360 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-6360 is NSF certified for clarification of potable water at dosages up to 3.0 mg/L.

### TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Anionicity	40 %
% Active	29
Freezing Point	7 F. (-14 C.)
Density	8.7 - 8.9 Lbs./Gal

### PREPARATION AND FEEDING

CLARIFLOC A-6360 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	32 - 39 %
Residual AcAm	< 500 ppm
Neat Viscosity	500 -2000 cPs
UL Viscosity	7.0 - 9.5 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-6360, sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

### SAFETY INFORMATION

CLARIFLOC A-6360 is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

### SHIPPING

CLARIFLOC A-6360 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.

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# POLYDYNE

## FBS C1282 POLYMER

PRODUCT BULLETIN

### PRINCIPAL USES

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

### TYPICAL PROPERTIES

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

### PREPARATION AND FEEDING

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

### MATERIALS OF CONSTRUCTION

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

### MANUFACTURING SPECIFICATIONS

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

### HANDLING AND STORAGE

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

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

### SHIPPING

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

### ADDITIONAL INFORMATION

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

**(800) 848-7659**

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

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

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[polydyneinc.com](http://polydyneinc.com)

## MANUFACTURER COMMITMENT

POLYDYNE INC. ("POLYDYNE") is a wholly owned subsidiary of SNF HOLDING COMPANY ("SNFHC"). POLYDYNE is the largest supplier of water-soluble polymers to the municipal market in the United States. In addition to POLYDYNE, SNFHC operates nine manufacturing plants in the United States. We are a fully integrated manufacturing company and produce several of our key raw materials. POLYDYNE is also the only polymer supplier that offers a full range of polymer i.e. powders, emulsion and solutions. Worldwide our company has been in operation for over 30 years.

The products offered to the City of Ocala are manufactured at our headquarters facility located at 1 Chemical Plant Road, Riceboro, GA 31323.

POLYDYNE's exclusive charter is to be the direct marketing organization for all SNFHC produced products, to the municipal market, in the United States, particularly those requiring "Manufacturer Only".

If you have any questions or require additional information, please feel free to contact Chris Cherp, Sr. Technical Sales Representative, at (941) 961-3998 or by email to [ccherp@polydyneinc.com](mailto:ccherp@polydyneinc.com).

Thank you for your consideration of our proposal.

A handwritten signature in blue ink, appearing to read "Boyd Stanley", is written over a horizontal line. Below the line, the text "Boyd Stanley, Sr. Vice-President" is printed in a black sans-serif font.

Boyd Stanley, Sr. Vice-President

Date: 09/21/2023



[polydyneinc.com](http://polydyneinc.com)

## REFERENCES

City of Tampa  
Rob Decker  
Operations Specialist  
813.267.6358  
[Robert.decker@tampagov.net](mailto:Robert.decker@tampagov.net)  
Date of service: 2019 - Current  
Contract Value: \$6,340,400  
Description: Supply and delivery of liquid emulsion polymer

Rafael A Martinez  
Orange County Utilities  
Water Reclamation Division  
4760 West Sand Lake Road | Orlando, FL | 32819  
O: 407-254-7726  
[Rafael.Martinez2@ocfl.net](mailto:Rafael.Martinez2@ocfl.net)  
Date of service: 2014 to Current  
Contract Value: \$150,000  
Description: Supply and delivery of liquid polymer

Doug Levine  
Plant Manager  
South Central Regional  
Wastewater Treatment and Disposal Board  
1801 N. Congress Ave  
Delray Beach, FL 33445  
Office (561) 272-7061  
Cell (954) 850-0354  
[DougLevine@scrwwtp.org](mailto:DougLevine@scrwwtp.org)  
Date of service: 2014 to Current  
Contract Value: \$150,000  
Description: Supply and delivery of liquid polymer

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:

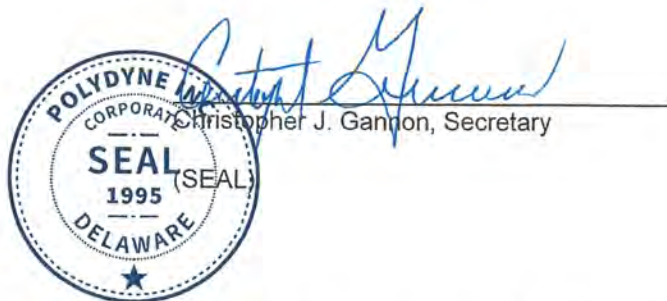
RESOLVED, that Boyd Stanley, René Pich, John Pittman, Mark Schlag, Bobby Wise and Ken Luke be and hereby are authorized, empowered and directed to bid, in the name of and on behalf of the Corporation, upon such municipal projects as he may deem appropriate; and further

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

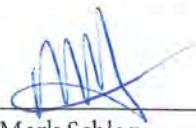
RESOLVED, that any Officer of the Corporation be and hereby is authorized and empowered, and to the extent necessary or advisable, directed, to attest the execution of any document executed pursuant to these resolutions, and to affix the seal of the Corporation thereto, and to certify under seal to any 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 8<sup>th</sup> day of January 2020.



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: 09/21/2023

**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**

<b>President</b>	John Pittman
<b>Secretary</b>	Christopher Gannon
<b>VP-Finance, CFO, Treasurer &amp; Assistant Secretary</b>	Mark Schlag
<b>Senior Vice President</b>	Boyd Stanley
<b>Vice President</b>	Ken Luke

**\*Authorized Signers-Non Officers**

Bobby Wise	Controller
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**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.

Rev. 11/2022

Cust Org Id	Org Name	Start Date	E-Verify Location	E-Verify Start Date	E-Verify Company ID	Earliest Hire Date	Data Source	Order in Hierarchy
101	101 - SNF HOLDING	2013-03-11	Y	2011-01-28	385743	2010-10-14	Migrated from Vista	-->49616-SNF Holding Company (Company)
401	401 - POLYDYNE	2013-04-02	Y	2011-01-28	385743	2010-10-14	Payroll	-->49616-SNF Holding Company (Company)

You have elected to export information from the ADP el-9 system. This information contains personal information. By exporting this data you accept responsibility to protect and secure this data.



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You have elected to export information from the ADP el-9 system. This information contains personal information. By exporting this data you accept responsibility to protect and secure this data.



Company ID Number:32855

Client Company ID Number:385743



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

**ARTICLE I  
PURPOSE AND AUTHORITY**

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

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

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

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

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

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

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



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

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

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

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





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

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



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

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

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





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

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

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



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

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

### C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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





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- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

- 3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### **D. RESPONSIBILITIES OF SSA**

- 1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
- 2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
- 3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
- 4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

#### **E. RESPONSIBILITIES OF DHS**

- 1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
  - A. Automated verification checks on alien employees by electronic means, and
  - B. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.



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

### ARTICLE III

#### REFERRAL OF INDIVIDUALS TO SSA AND DHS

##### A. REFERRAL TO SSA

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

##### B. REFERRAL TO DHS

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



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

#### ARTICLE IV

##### SERVICE PROVISIONS

###### A. NO SERVICE FEES

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

#### ARTICLE V

##### SYSTEM SECURITY AND MAINTENANCE

###### A. DEVELOPMENT REQUIREMENTS

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





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

#### **B. INFORMATION SECURITY REQUIREMENTS**

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

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

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



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software.

### C. DATA PROTECTION AND PRIVACY REQUIREMENTS

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

### D. COMMUNICATIONS

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

### E. SOFTWARE DEVELOPER RESTRICTIONS

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



Company ID Number:32855

Client Company ID Number:385743

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

#### F. PENALTIES

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

### ARTICLE VI

#### MODIFICATION AND TERMINATION

##### A. MODIFICATION

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

##### B. TERMINATION

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

### ARTICLE VII

#### PARTIES

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



Company ID Number:32855

Client Company ID Number:385743

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





Company ID Number:32855

Client Company ID Number:385743

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

Approved by:

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



Company ID Number:32855

Client Company ID Number:385743

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



Company ID Number:32855

Client Company ID Number:385743

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



Company ID Number:32855

Client Company ID Number:385743

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

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

9/21/23, 3:15 PM

Detail by Entity Name

DIVISION OF CORPORATIONS

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

Foreign Profit Corporation

POLYDYNE INC.

**Filing Information**

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

**Principal Address**

1 Chemical Plant Rd.  
Riceboro, GA 31323

Changed: 04/23/2021

**Mailing Address**

1 Chemical Plant Rd.  
Riceboro, GA 31323

Changed: 04/23/2021

**Registered Agent Name & Address**

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

Name Changed: 03/06/2006

Address Changed: 02/11/2011

**Officer/Director Detail****Name & Address**

Title President

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

9/21/23, 3:15 PM

Detail by Entity Name

Title Director

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

Title Treasurer / CFO

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

Title Secretary

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

**Annual Reports**

Report Year	Filed Date
2021	04/23/2021
2022	04/04/2022
2023	02/24/2023

**Document Images**

<a href="#">02/24/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/04/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/23/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/08/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/20/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">04/22/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">03/06/2006 -- Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
<a href="#">05/02/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">11/17/2004 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>

Exhibit C - Additional Documents

CONTRACT# WRS/230496

9/21/23, 3:15 PM

Detail by Entity Name

<a href="#">03/17/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/15/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/02/2001 -- Foreign Profit</a>	<a href="#">View image in PDF format</a>

Florida Department of State, Division of Corporations



## Exhibit C - Additional Documents

CONTRACT# WRS/230496

**2023 FOREIGN PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# F01000005154

**Entity Name:** POLYDYNE INC.**Current Principal Place of Business:**1 CHEMICAL PLANT RD.  
RICEBORO, GA 31323**Current Mailing Address:**1 CHEMICAL PLANT RD.  
RICEBORO, GA 31323 US**FEI Number:** 34-1810283**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**NRAI SERVICES, INC  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title            PRESIDENT  
Name            PITTMAN, JOHN  
Address        1 CHEMICAL PLANT RD.  
City-State-Zip: RICEBORO GA 31323

Title            DIRECTOR  
Name            PITTMAN, JOHN  
Address        1 CHEMICAL PLANT RD.  
City-State-Zip: RICEBORO GA 31323

Title            TREASURER / CFO  
Name            SCHLAG, MARK  
Address        1 CHEMICAL PLANT RD.  
City-State-Zip: RICEBORO GA 31323

Title            SECRETARY  
Name            GANNON, CHRISTOPHER  
Address        1 CHEMICAL PLANT RD.  
City-State-Zip: RICEBORO GA 31323

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** SCHLAG MARK

TREASURER

02/24/2023

Electronic Signature of Signing Officer/Director Detail

Date

**Certificate Of Completion**

Envelope Id: DF9ECCFC2CE749E6A1F874E4F81D13BB

Status: Completed

Subject: FOR SIGNATURE - WRS/230496

Source Envelope:

Document Pages: 94

Signatures: 4

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

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Envelope Originator:

Jamil Ramirez

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

jramirez@ocalafl.org

IP Address: 216.255.240.104

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Pool: City of Ocala - Procurement &amp; Contracting

Location: DocuSign

**Signer Events**

William Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication  
(None)**Signature**

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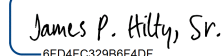
James P. Hilty, Sr.

jhilty@ocalafl.org

President

Security Level: Email, Account Authentication  
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Signature Adoption: Pre-selected Style

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Angel B. Jacobs

ajacobs@ocalafl.org

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

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Signed: 11/29/2023 11:18:25 AM

**Electronic Record and Signature Disclosure:**

Accepted: 11/29/2023 11:17:55 AM

ID: 07e47e76-cb03-4700-ba45-b54cd40108f9

Boyd Stanley

bids@polydyneinc.com

Sr. Vice-President

POLYDYNE INC.

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Viewed: 11/29/2023 4:31:41 PM

Signed: 11/30/2023 10:04:49 AM

**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/28/2023 4:48:40 PM
Certified Delivered	Security Checked	11/29/2023 4:31:41 PM
Signing Complete	Security Checked	11/30/2023 10:04:49 AM
Completed	Security Checked	11/30/2023 10:04:49 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact City of Ocala - Procurement & Contracting:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [contracts@ocalafl.org](mailto:contracts@ocalafl.org)

### **To advise City of Ocala - Procurement & Contracting of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [contracts@ocalafl.org](mailto:contracts@ocalafl.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from City of Ocala - Procurement & Contracting**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [contracts@ocalafl.org](mailto:contracts@ocalafl.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with City of Ocala - Procurement & Contracting**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [contracts@ocalafl.org](mailto:contracts@ocalafl.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.