

# **CITY OF FRANKLIN, TENNESSEE**

## **PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2019-0314)

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THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Polydyne, Inc. of Riceboro, Georgia ("SUPPLIER"), who mutually agree as follows:

1. CITY issued (a) on August 16, 2019 Purchasing Office Solicitation No. 2020-007, a procurement solicitation for bids for supply and delivery of sludge polymer for wastewater sludge dewatering, (b) on August 22, 2019 Addendum No. 1 to Purchasing Office Solicitation No. 2020-007, and (c) on October 3, 2019 Addendum No. 2 to Purchasing Office Solicitation No. 2020-007 (collectively, "SOLICITATION").
2. In response to CITY's SOLICITATION, SUPPLIER submitted a bid dated October 8, 2019 ("SUBMITTAL"), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. SUPPLIER included in SUBMITTAL CITY's Standard Procurement Terms and Conditions with SUPPLIER's contact information inserted ("CITY'S TERMS"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
4. SUPPLIER has, subsequent to SUBMITTAL, submitted a Certificate of Insurance ("CERTIFICATE OF INSURANCE"), a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
5. If and when insurance coverage documented by CERTIFICATE OF INSURANCE referenced above expires either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by SUPPLIER and the acceptance by CITY of all of the products and/or services ordered from SUPPLIER, pursuant to this AGREEMENT, then SUPPLIER shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
6. In the event that insurance coverage documented by CERTIFICATE OF INSURANCE referenced above is materially modified or canceled either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by SUPPLIER and the acceptance by CITY of all of the products and/or services ordered from SUPPLIER, pursuant to this AGREEMENT, then SUPPLIER shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
7. SUPPLIER agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Except as may be approved and authorized by CITY in advance of any subcontractor commencing work for this award, SUPPLIER may not subcontract any service component of the award except as is indicated in SUBMITTAL.

# CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0314)

8. SUPPLIER has, subsequent to SUBMITTAL, also submitted CITY's Indemnification Agreement, executed for SUPPLIER ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.
9. CITY awarded on November 26, 2019 to SUPPLIER the purchase of the supply and delivery of sludge polymer for wastewater sludge dewatering pursuant to SOLICITATION and SUBMITTAL.
10. Products shall be delivered to the satisfaction of CITY by within fifteen (15) CITY business days after receipt of order unless a later delivery has been authorized in writing by CITY. Failure by SUPPLIER to meet the delivery schedule shall constitute grounds for CITY to cancel order and/or consider SUPPLIER to be in breach of contract.
11. The term of award shall commence upon execution of this AGREEMENT (the effective date of this AGREEMENT) and shall expire upon CITY notifying SUPPLIER that CITY no longer has need to purchase the bid product pursuant to this procurement solicitation when the belt-press sludge dewatering methodology currently in use is discontinued. No options to extend the term of award are anticipated by this AGREEMENT.
12. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (d) SOLICITATION; and (e) SUBMITTAL.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

For SUPPLIER: Polydyne Inc.

  
(signature of SUPPLIER's authorized representative)

Boyd Stanley

TITLE: Vice-President

For CITY:

\_\_\_\_\_  
(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:

\_\_\_\_\_  
Maricruz R. Fincher, Staff Attorney for CITY

# **CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT**

**(City of Franklin Contract No. 2019-0314)**

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## **Attachment No. 1**

Excerpts from SUBMITTAL

# Revised\* Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the  
**City of Franklin, Tennessee**

Purchasing Office Solicitation No.: 2020-007

<b>Bidder's name, street address, and mailing address (if different):</b>	<u>Polydyne Inc.</u> <u>1 Chemical Plant Road</u> <u>Riceboro, GA 31323</u>  
<b>Bidder's contact person's name (printed), title, telephone number and e-mail address:</b>	<u>Boyd Stanley, Vice-President</u> <u>PH: (912) 880-2035</u> <u>EM: PolyDidDpt@snfhc.com</u>  
<b>Does the bidder take any exceptions to the City's procurement solicitation?</b>	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.
<b>Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?</b>	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.
<b>Manufacturer of bid chemical:</b>	<u>Polydyne Inc.</u>
<b>Product name of bid chemical:</b>	<u>CLARIFLOC CE-2164</u>
<b>Bid chemical manufacturer's URL for the current safety data sheet (SDS) for the bid chemical:</b>	<u><a href="https://www.snf.us/safety-health-environment/product-safety-data-sheets-sds/">https://www.snf.us/safety-health-environment/product-safety-data-sheets-sds/</a></u>
<b>Total all-inclusive quoted bid price for supply, delivery and unloading or offloading of the bid chemical, and removal of any sludge polymer totes identified by the City as ready for removal, per U.S. pound of bid chemical (should match "Polymer Cost/Pound" as listed in Appendix A):</b>	\$ <u>1.260</u> per U.S. pound
<b>Quantity of bid chemical necessary for the City to achieve the City's wastewater sludge dewatering target (minimum of 16% solids) per U.S. ton of dewatered sludge<sup>1</sup> (should match "lbs. of polymer per dry ton of sludge" as listed in Appendix A):</b>	<u>9.5</u> pounds per U.S. ton
<b>Total all-inclusive quoted bid price for supply, delivery and unloading or offloading of the bid chemical, and removal of any sludge polymer totes identified by the City as ready for removal, per U.S. ton of dewatered sludge (should match "Dollars/Dry Ton" as listed in Appendix A):</b>	\$ <u>11.97</u> per U.S. ton
<b>Are the City's preferred delivery terms (FOB destination, freight prepaid and allowed) acceptable to bidder?</b>	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following delivery terms: _____
<b>Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?</b>	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____

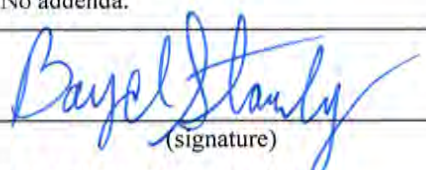
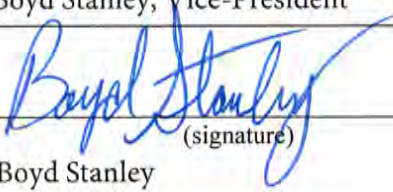
<sup>1</sup> As determined by pre-bid bench testing and belt-press solids analysis conducted at the City's Water Reclamation Facility.



# Revised\* Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the  
**City of Franklin, Tennessee**

Purchasing Office Solicitation No.: 2020-007

Bidder's name:	Polydyne Inc.
Estimated time of delivery (not to exceed 15 City business days after receipt of order):	15 City business days after receipt of order.
Last date (no sooner than December 31, 2019) that bid and associated pricing is valid and may be accepted by the City:	December 31, 2019
Method of payment – The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by bank credit card, rather than by conventional check. Which electronic payment method would the bidder prefer?	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Bank credit card.
<b>Are the following components included with this Bid Submittal Form in the bid submittal?</b> <ul style="list-style-type: none"> <li>Appendix A, completed by the bidder.</li> <li>Description of any goods, products, items, software, hardware and/or services included in the bid.</li> <li>City of Franklin Specifications, marked by the bidder as to compliance therewith as per the instructions therein;</li> <li>Identification, listing and description of any exceptions to the procurement solicitation including the Specifications;</li> <li>Contact information for required references (see Instructions for Bidders);</li> <li>City of Franklin Standard Procurement Terms and Conditions, with the bidder's contact information inserted;</li> <li>Bidder's proposed agreement or contract, if any, the terms and conditions of which are not inconsistent with the City's Standard Procurement Terms and Conditions;</li> <li>City of Franklin Affidavit of Non-Collusion, executed in full;</li> <li>City of Franklin Affidavit of Title VI Compliance, executed in full; and</li> <li>If bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full.</li> </ul>	<input checked="" type="checkbox"/> Yes, see enclosed.  <input type="checkbox"/> No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
<b>Acknowledge any and all issued addenda to this solicitation:</b> (Prior to submitting its bid, it is the responsibility of each potential bidder to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)	<input type="checkbox"/> Addendum No. 1. <input checked="" type="checkbox"/> Addenda Nos. 1 through <u>2</u> <input type="checkbox"/> No addenda.
<b>Subscription and affirmation of bidder's authorized representative:</b> By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.	 (signature) Boyd Stanley, Vice-President
<b>Signature of bidder's authorized representative:</b> I affirm that I am authorized by the bidder to sign this Bid Submittal Form as well as any and all companion forms and documents included herewith. I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	 (signature) Boyd Stanley
Title of bidder's authorized representative:	Vice-President
Date of signatures:	10/8/2019

# City of Franklin, Tennessee Revised\* Specifications

Purchasing Office Solicitation No.: 2020-007

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1. Solicitation identified: These Specifications apply to the following procurement solicitation:

supply and delivery of sludge polymer for wastewater sludge dewatering

Purchasing Office Solicitation No.: 2020-007

2. Notice to Bidders publication date: **August 15, 2019**
3. Solicitation release date: **August 16, 2019**
4. Mandatory pre-bid bench testing:
- Primary date (to be used unless 1.00 or more inches of rainfall is recorded at the Water Reclamation Facility during the calendar day preceding): **August 28, 2019, 10:30 a.m. Central Time**
  - First alternate date (to be used only if 1.00 or more inches of rainfall is recorded at the Water Reclamation Facility during the calendar day preceding the primary date): **August 29, 2019, 10:30 a.m. Central Time**
  - Second alternate date (to be used only if 1.00 or more inches of rainfall is recorded at the Water Reclamation Facility during the calendar day preceding both the primary date and the first alternate date): **August 30, 2019, 10:30 a.m. Central Time**
5. Mandatory belt-press testing: **to be conducted by appointment made in advance for any Wednesday, Thursday or Friday during September 2019 at 7:00 a.m. or 11:00 a.m. Central Time**
6. Deadline for optional submittal in writing of questions of a non-procedural nature seeking to clarify or revise any aspect of this procurement solicitation: **October 1, 2019, 2:00 p.m. Central Time**
7. Bids submittal deadline and scheduled opening: **October 10, 2019, 2:00 p.m. Central Time**

# City of Franklin, Tennessee Revised\* Specifications

Purchasing Office Solicitation No.: 2020-007

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8. Tentative date of release of City's tabulation of bids received and notice of intent to award: **November 8, 2019**
9. Tentative date of award: Meeting of Board of Mayor and Aldermen at which the procurement is tentatively scheduled to be awarded to the responsible bidder that submits the lowest priced responsive bid: **November 26, 2019**
10. Target effective date for term of award: **on or about January 1, 2020**
11. Objective: To award, by means of a competitive procurement process, to the responsible bidder that submits the responsive bid that would result in the lowest cost to the City for sludge polymer to be used by the City to produce dewatered wastewater sludge, all as specified below. See the accompanying Instructions for Bidders for additional information and instructions, including the definitions of the terms "responsible bidder" and "responsive bid."
12. Exceptions:
  - a. To avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions of a non-procedural nature seeking to clarify or revise any aspect of this procurement solicitation. See the accompanying Instructions for Bidders for contact information.
  - b. Any deviation or variance from the City's specifications shall be considered by the City to be an exception.
  - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared by the bidder and included in or with the bid, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

# City of Franklin, Tennessee Revised\* Specifications

Purchasing Office Solicitation No.: 2020-007

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13. General terms and conditions:

- a. Bid price: The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to supply and deliver the specified products and/or render the specified services.
- b. Licenses and permits: The bidder awarded the purchase shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to supply and deliver the specified products and/or render the specified services, and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Delivery terms: As a matter of practice, the City expects the bidder awarded the purchase to ship any and all deliverables FOB destination, freight prepaid and allowed. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder, then the bidder shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- d. Payment terms: As a matter of practice, the City pays for goods and/or services only after receipt by the City of such goods and/or services as ordered, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services as ordered, net thirty (30) calendar days from date of delivery, or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder as a condition of award. If the bidder prefers alternate payment terms, then the bidder shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- e. Applicable laws and regulations: All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- f. Use of subcontractors: The bidder awarded the purchase may not subcontract any service component of the award except as is indicated in its bid. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area: The bidder awarded the purchase will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- h. Other documents to be required of the bidder recommended to be awarded the purchase: See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the bidder recommended to be awarded the purchase.

# City of Franklin, Tennessee Revised\* Specifications

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- i. Damages: The bidder awarded the purchase shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City at the bidder's own expense and at no additional charge to the City.
- j. Standard Procurement Terms and Conditions: By submitting its bid, the bidder certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City's Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal: If and after an award is made by the City, if the bidder refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets: All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the bidder indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the bidder's representation that materials supplied by the bidder do not contain trade secrets or proprietary information which is not subject to public disclosure.
- m. Drug-free workplace: The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return-to-duty and follow-up alcohol and controlled substances testing of City employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

# City of Franklin, Tennessee Revised\* Specifications

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14. Detailed specifications: Please note:

- Bidders shall provide in or with their bid a detailed description of any goods, products, items, software and/or hardware included in their bid, as well as the bid services to be rendered.
- Bidders are required to mark with a “C” the blank line next to any specification below to which their bid COMPLIES. (Specifications without a blank line are for context and need not be marked.)
- Bidders are required to mark with an “E” the blank line next to any specification below to which their bid takes EXCEPTION. (Specifications without a blank line are for context and need not be marked.)
- Any exceptions to the City’s specifications shall be identified by the bidder on the City’s specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared by the bidder and provided in or with the bid, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City’s expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

14.1.       C       The City currently utilizes approximately two (2) 275-gallon IBC totes per month of sludge polymer and mechanical belt presses to dewater biosolid sludge produced by the sewerage treatment process at the City’s Water Reclamation Facility. The dewatered sludge is hauled by transporters and landfilled. The City is currently under contract for, and work has commenced on, the City’s Water Reclamation Facility Expansion Project which includes replacing the belt-press sludge dewatering methodology currently in use. The new sludge dewatering methodology is projected to come on line during calendar year 2022. The City expects the belt-press sludge dewatering methodology currently in use to remain operational until the new sludge dewatering methodology comes on line. This City procurement solicitation no. 2020-007 pertains only to the belt-press sludge dewatering methodology currently in use and does not pertain to any other sludge dewatering methodology the City may utilize in the future.

14.2.       C       The City intends for the Water Management Department to use sludge polymer for wastewater sludge dewatering in the operation of the City’s Water Reclamation Facility. Chemical as bid shall be designed and manufactured according to industry standards for this intended use.

# City of Franklin, Tennessee Revised\* Specifications

Purchasing Office Solicitation No.: 2020-007

14.3. C The City's sludge dewatering target is to produce a sludge "cake" that consists of 16% solids after being processed through the belt filter presses.

14.4. C The following is a table of actual and projected annual quantities of dewatered sludge production with the current process at the Water Reclamation Facility, by calendar year:

	CY2017 (actual)	CY2018 (actual)	CY2019 (projected)	CY2020 (projected)	CY2021 (projected)	CY2022 (projected)	CY2023 (projected)
U.S. tons of Dewatered sludge	14,045	13,735	14,332*	14,475*	14,620*	14,766*	14,914*

\*These figures are based on the belt-press sludge dewatering methodology currently in use. This methodology is scheduled to be discontinued during calendar year 2022.

14.5. C Bidders are advised and cautioned that the projected quantities of sludge produced at the Water Reclamation Facility indicated above are estimations only and do not represent guaranteed minimums or maximums.

14.6. C Sludge polymer shall be in liquid form.

14.7. C For the quantity of the bid polymer necessary for the City to achieve the City's wastewater sludge dewatering target of 16 percent noted above, the bidder shall price the bid polymer in U.S. dollars per U.S. pound of polymer. Appendix A as attached to the Bid Submittal Form shall be completed by each bidder. This table shall include the data from the results of the belt-press solids analysis.

14.8. C The monetary value of each bid shall be measured in U.S. dollars per year and shall be calculated from (a) the bid unit pricing of bid polymer and (b) the quantity of bid polymer necessary for the City to achieve the City's wastewater sludge dewatering target using the estimated dewatered sludge production at the Water Reclamation Facility for calendar year 2021 as listed in the above actual and projected sludge production table.

14.9. C The quantity of bid chemical necessary for the City to achieve the City's wastewater sludge dewatering target of 16% minimum shall be determined by pre-bid bench testing (to be performed by the potential bidder) and belt-press solids analysis (to be performed by the City) conducted at the City's Water Reclamation Facility.

# City of Franklin, Tennessee Revised\* Specifications

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- 14.10. C Pre-bid bench testing will be performed by the potential bidder. The pre-dewatered sludge sample will be obtained and provided by City staff for each bidder. Belt-press solids analysis shall be conducted with the Water Reclamation Facility sludge belt-press speed set at 3.0 feet per minute and the sludge qualifier pump speed set at 85.0%. The sludge polymer feed rate shall be determined by the potential bidder and shall be the minimum necessary for the City to achieve the City's wastewater sludge dewatering target of 16% minimum.
- 14.11. C Pre-bid bench testing and belt-press solids analysis is required of all potential bidders and shall be performed for each sludge polymer product to be bid. Any potential bidder submitting a bid who does not complete both the pre-bid bench testing and belt-press solids analysis as specified will not be considered for award.
- 14.12. C Pre-bid bench testing and belt-press solids analysis shall be performed in accordance with the schedule listed on p. 1 of these Specifications.
- 14.13. C Both pre-bid bench testing and belt-press testing appointments will need to be rescheduled if 1.00 or more inches of rainfall is recorded at the Water Reclamation Facility during the preceding calendar day.
- 14.14. C The City will provide the sludge flow to the sampling point where the City will obtain the pre-dewatered sludge sample for each bidder.
- 14.15. C The City will provide to the bidder the solids feed concentration percentage.
- 14.16. C No more than five (5) sludge polymer products per potential bidder may be tested and analyzed at the pre-bid bench test.
- 14.17. C The City will provide the solids concentration percentage and the sludge flow feed rate to all potential bidders at the pre-bid bench testing date.
- 14.18. C The sludge belt-press testing shall be scheduled by potential bidders with the City Water Reclamation Facility after the pre-bid bench testing.
- 14.19. C No more than two (2) sludge polymer products per potential bidder may be tested and analyzed during the sludge belt-press testing appointment, and no more than one (1) sludge belt-press testing appointment per potential bidder.
- 14.20. C All testing supplies shall be furnished by the potential bidder at no cost to or inconvenience incurred by the City.



# City of Franklin, Tennessee Revised\* Specifications

Purchasing Office Solicitation No.: 2020-007

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| 14.21.   | <u>C</u> | Immediately prior to the belt-press solids analysis, the City shall flush the sludge polymer mixing chamber and supply lines. Such flushing shall be performed in the presence of the potential bidder's representative.  |
| 14.22.   | <u>C</u> | Removal and proper off-site disposal of any unused sludge polymer after the pre-bid bench testing and belt-press solids analysis is the exclusive responsibility of the potential bidder.   |
| 14.23.   | <u>C</u> | Additional bench testing and belt-press solids analysis may be required before or after the bid is awarded, upon request of the City. Any required additional testing shall be provided by the bidder at no additional cost to the City.  |
| 14.24.   | <u>C</u> | If at any time after the bid has been awarded the City is unable to achieve its wastewater sludge dewatering target with a quantity of the bid sludge polymer equal to or less than the quantity of bid chemical necessary for the City to achieve the City's wastewater sludge dewatering target per U.S. ton of dewatered sludge as indicated by the pre-bid bench testing and belt-press solids analysis, then the City may choose to cancel the bid award immediately.  |
| 14.25.   | <u>C</u> | The bid unit pricing shall be all-inclusive, specifically including supply, delivery and unloading or offloading of the bid chemical, and specifically including removal of any sludge polymer containers identified by the City as ready for removal. City hereby specifically rejects any other fee or surcharge. Examples of such rejected other fees or surcharges include, but are not limited to, fuel charges, equipment and/or maintenance charges, and/or charges for time-of-delivery or day-of-delivery. Any changes to the bidder's cost of doing business and/or product supply and delivery, such as any example listed above, shall be absorbed by the bidder and shall not be subject to direct pass-through to the City. |
| 14.26.   | <u>C</u> | Invoices shall itemize dates and quantities of bid chemical delivered, such quantities to be measured in U.S. pounds.   |
| 14.27.   |          | Deliveries and removals:  |
| 14.27.1. | <u>C</u> | Material may not ship until after receipt of order from the City. Order is not to be placed by the City until after notice of award is issued by the City. Notice of award is not to be issued until after, but typically within two (2) weeks of, date of award.   |
| 14.27.2. | <u>C</u> | Sludge polymer shall be delivered in IBC totes with a volume capacity of 275 U.S. gallons.  |
| 14.27.3. | <u>C</u> | Deliveries shall be made to the City's Water Reclamation Facility, 135 Claude Yates Drive, Franklin, Tennessee 37064.   |

# City of Franklin, Tennessee Revised\* Specifications

Purchasing Office Solicitation No.: 2020-007

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- |           |                  |  |
|-----------|------------------|--|
| 14.27.4.  | <u>    C    </u> | Deliveries shall be made within fifteen (15) City business days after receipt of order unless a later delivery / rendering has been authorized in writing by the City.   |
| 14.27.5.  | <u>    C    </u> | Failure by bidder awarded the purchase to meet the delivery / rendering schedule shall constitute grounds for the City to cancel order and/or consider bidder awarded the purchase to be in breach of contract.  |
| 14.27.6.  | <u>    C    </u> | The bidder shall indicate on the Bid Submittal Form the estimated time of delivery, measured in number of City business days after receipt of order.   |
| 14.27.7.  | <u>    C    </u> | Delivery shall be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday except holidays observed by the City.   |
| 14.27.8.  | <u>    C    </u> | The City shall order sludge polymer in quantities of at least two (2) but not more than six (6) totes per order, with most and possibly all orders being for two (2) totes per order.  |
| 14.27.9.  | <u>    C    </u> | The bidder specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.   |
| 14.27.10. | <u>    C    </u> | For each sludge polymer tote delivered to the Water Reclamation Facility, the bidder awarded the purchase shall, at the time of delivery, provide documentation of the date of delivery and the product name, quantity and chemical analysis of the delivered product.   |
| 14.27.11. | <u>    C    </u> | The bidder awarded the purchase shall, at no additional charge, remove from the Water Reclamation Facility and the City's possession any sludge polymer totes that have been identified by the City as ready for removal, provided those totes (a) were previously delivered to the City's Water Reclamation Facility by that bidder and (b) contained sludge polymer when they were so delivered. |
| 14.27.12. | <u>    C    </u> | The service of removing sludge polymer totes that have been identified by the City as ready for removal shall be rendered within twenty (20) City business days of when the City notifies the bidder awarded the purchase of a minimum of eight (8) sludge polymer totes being ready for removal.  |

# City of Franklin, Tennessee Revised\* Specifications

Purchasing Office Solicitation No.: 2020-007

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- 14.27.13. C The bidder awarded the purchase shall provide the labor and equipment necessary to unload or offload the bid chemical, at an outdoor location designated by the City and accessible by either a straight truck (vehicle which carries cargo in a body mounted to its chassis) or a standard sized tractor-trailer combination, and to load any sludge polymer totes identified by the City as ready for removal, also at an outdoor location designated by the City and accessible by either a straight truck or a tractor-trailer combination, all in a manner (a) consistent with best practices for shipping and receiving of both the bid chemical in the type of container specified by the City as well as sludge polymer totes that are being removed at the direction of the City, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the chemical and the container, (c) that does not involve City personnel, and (d) without the need for a loading dock.
- 14.27.14. C The City shall position the delivered sludge polymer totes after unloading or offloading by the bidder awarded the purchase.
- 14.28. Term of award:
- 14.28.1. C The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for a term of award of a duration to be determined but expected to be between two and three years, effective upon the effective date of any procurement agreement resulting from this procurement solicitation as such procurement agreement is executed in full by both parties. The City is targeting an effective date of approximately January 1, 2020.
- 14.28.2. C No options to extend the term of award are anticipated by this procurement solicitation.
- 14.28.3. C During the term of award, the City shall have the option to terminate the award immediately upon notifying the bidder that the City no longer has need to purchase the chemical pursuant to this procurement solicitation when the belt-press sludge dewatering methodology currently in use is discontinued.
- 14.29. Risk management:
- 14.29.1. C The following information shall be furnished by the bidder along with the submitted bid: manufacturer's literature and data, to include the current safety data sheet (SDS) for the bid chemical.

# City of Franklin, Tennessee Revised\* Specifications

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- 14.29.2. C No chemical shall be bid pursuant to this procurement solicitation unless the manufacturer of the bid chemical has created and maintains the SDS for such chemical on the national MSDSSEARCH repository or the manufacturer's web site so that the information can be accessed by means of the Internet. A site operated by or on behalf of the manufacturer or a relevant trade association is acceptable so long as the information is freely accessible to the public.
- 14.29.3. C Bidder shall indicate on its Bid Submittal Form the bid chemical manufacturer's URL for the current SDS for the bid chemical.
- 14.29.4. C By the time of the first delivery, the bidder awarded the purchase shall provide to the City's water reclamation plant superintendent or his authorized representative the SDS for the bid chemical.
- 14.29.5. C No aquatic toxicity or other NPDES permit compliance issues shall result from use of the bid chemical.
- 14.29.6. C The bidder awarded the purchase shall be responsible for adhering to all federal, state and local safety rules and regulations. All employees of the bidder awarded the purchase, and any subcontractors of the bidder awarded the purchase, shall adhere to all safety practices and use of approved personal protective equipment during offloading of chemical.
- 14.29.7. C The bidder awarded the purchase shall be responsible for any and all chemical spills (containment, cleanup and abatement) during delivery and/or unloading/offloading of chemical in accordance with the City Water Management Department's chemical spill prevention, control and counter-measurement plan (available upon request). All containers delivered may be inspected for leakage upon arrival and prior to unloading. Leaking containers shall not be unloaded and accepted by the City. Response and remediation for any containers determined to be leaking shall remain the responsibility of the bidder awarded the purchase. Dented or damaged containers shall not be accepted and shall be rejected at delivery. Removal of any rejected containers shall be the responsibility of the bidder awarded the purchase.
- 14.29.8. C The City shall provide permanent eye-wash stations and showers, to be used as safety water, at or near the location of delivery and offloading of chemical.

# City of Franklin, Tennessee Revised\* Specifications

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## 14.29.9. Insurance requirements:

14.29.9.1. C Before award of the procurement by the City, the bidder recommended to be awarded the purchase shall provide one or more certificates of insurance providing evidence of the following minimum types and limits of unexpired insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	<ul style="list-style-type: none"> <li>\$1,000,000 Each Occurrence</li> <li>\$2,000,000 General Aggregate</li> <li>\$1,000,000 Personal and Advertising Injury</li> <li>\$2,000,000 Products-Completed Operations Aggregate</li> <li>Coverage shall be Primary and Non-Contributory</li> <li>Waiver of Subrogation shall apply</li> </ul>	Certificate of Insurance shall indicate Certificate Holder <sup>1</sup> as Additional Insured with Additional Insured endorsement attached
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder <sup>1</sup> only
Workers Compensation <sup>2</sup>	Statutory limits	Certificate Holder <sup>1</sup> only
Employers Liability <sup>2</sup>	<ul style="list-style-type: none"> <li>\$1,000,000 Bodily Injury Each Accident</li> <li>\$1,000,000 Policy Limit Bodily Injury by Disease</li> <li>\$1,000,000 Each Employee Bodily Injury by Disease</li> </ul>	Certificate Holder <sup>1</sup> only
Environmental liability including bodily injury, property damage, legal expenses, and clean-up costs related to the pollution liability exposure associated with the transport of chemical products	\$1,000,000 combined single limit	Certificate Holder <sup>1</sup> only

14.29.9.2. C If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of the term of award, including any extensions thereto, pursuant to this procurement solicitation, then the bidder awarded the purchase shall immediately suspend work or supply, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the bidder awarded the purchase, unless and until the bidder awarded the purchase provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.

<sup>1</sup> Certificate Holder shall be listed as follows:

City of Franklin  
109 3<sup>rd</sup> Ave. South  
Franklin, TN 37064

<sup>2</sup> Workers Compensation and Employers Liability coverages are not required for Tennessee employers with fewer than five (5) employees except that employers in the construction business or trades (construction service providers) are required to carry Workers Compensation coverage unless they are sole proprietors or partners with no employees.

# City of Franklin, Tennessee Revised\* Specifications

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- 14.29.9.3.         C         In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of the term of award, including any extensions thereto, pursuant to this procurement solicitation, then the bidder awarded the purchase shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancellation, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the bidder awarded the purchase, unless and until the bidder awarded the purchase provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.
- 14.29.9.4.         C         The bidder awarded the purchase shall agree to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. The bidder awarded the purchase may not subcontract any service component of the award except as is indicated in its bid.







**RECOMMENDED PRODUCT: CLARIFLOC CE-2164**

Date: 9/26/2019  
Location: Franklin, TN  
Sludge Processed: TWAS  
Dewatering Processed Type: BFP  
DT/Yr Processed: 14,620 \* Based on CY 2021 Per 14.8  
Tester: SNF/Polydyne

Polymer Name Tried:	Clarifloc CE-2164
Polymer Specific Gravity:	1.03
Polymer Weight / Gallon:	8.60
Polymer Cost / Pound	\$ 1.26

Time	Sludge Flow (GPM)	Polymer Flow (GPM)	Sludge Flow (Gallons / Hr.)	Polymer Flow (Gallons / Hr.)	Dry lbs. of sludge /hr	Dry Tons of sludge /hr	Lbs of polymer per hour	Lbs of polymer per dry ton of sludge	Dollars / Dry Ton	Concentrated Feed Sludge %	Dewatered Sludge %	Net Polymer Cost Per Year
	221	0.0347	13260	2.08	3760.0	1.88	17.9052	9.52	\$ 12.00	3.40%	17.2%	\$175,444.03

Polymer Name Tried:	Clarifloc CE-2164
---------------------	-------------------

Start Time: 12:35  
End Time: 13:36  
Minutes Run: 61

Start Weight: 43.4  
End Weight: 25.2  
Polymer Used: 18.2  
Lbs/min: 0.298  
GPM: 0.03469

**Date:** 9/26/2019  
**Location:** Franklin, TN  
**Sludge Processed:** TWAS  
**Dewatering Processed Type:** BFP  
**DT/Yr Processed:** 14,620 \* Based on CY 2021 Per 14.8  
**Tester:** SNF/Polydyne

<b>Polymer Name Tried:</b>	Clarifloc CE-1747
<b>Polymer Specific Gravity:</b>	1.03
<b>Polymer Weight / Gallon:</b>	8.55
<b>Polymer Cost / Pound</b>	\$ 1.26

Time	Sludge Flow (GPM)	Polymer Flow (GPM)	Sludge Flow (Gallons / Hr.)	Polymer Flow (Gallons / Hr.)	Dry lbs. of sludge /hr	Dry Tons of sludge /hr	Lbs of polymer per hour	Lbs of polymer per dry ton of sludge	Dollars / Dry Ton	Concentratted Feed Sludge %	Dewatered Sludge %	Net Polymer Cost Per Year
	214	0.0395	12840	2.37	3640.9104	1.8204552	20.2635	11.13	\$ 14.03	3.40%	16.4%	\$205,046.51

<b>Polymer Name Tried:</b>	Clarifloc CE-1747
----------------------------	-------------------

Start Time: 11:00  
 End Time: 12:07  
 Minutes Run: 67  
  
 Start Weight: 40.45  
 End Weight: 17.85  
 Polymer Used: 22.6  
 Lbs/min: 0.337  
 GPM: 0.0395

## City of Franklin Belt-Press Testing

Purchasing Office Solicitation No.: 2020-007

(supply and delivery of sludge polymer for wastewater sludge dewatering)

Belt-Press Testing Date and Time: \_\_\_\_\_, September 26, 2019, 11:00 a.m. Central Time

Location of Pre-Bid Conference: City of Franklin Water Reclamation Facility, 135 Claude Yates Drive, Franklin, TN 37064

<u>Name (please print)</u>	<u>Representing</u>	<u>Telephone Number</u>	<u>E-mail Address</u>
Dave Hordesky	SNF/Polydyne	314 378-8800	dhordesky@polydyneinc.com

**September 26, 2019**

**Feed Solids Percent %**

**B = Tare** 0.6134

**C = Wet** 2.4526

**A = Dry** 0.6770

**Time in** 9:20

**Time out** 10:20

$$\frac{6.36}{1.8392} = \% \text{ Solids } \underline{3.4 \%}$$

**Company: SNF/Polydyne**

DATE; September 26, 2019

Company name; SNF/ Polydyne

1<sup>st</sup> Product name Clarifloc CE 1747

TIME

10:37

~~1<sup>st</sup>~~ pail weight: ~~46.60~~ → ~~46.60~~ Total Bucket Weight

TIME:

~~11:00 am~~ 1<sup>st</sup>

~~1<sup>st</sup>~~ pail weight: Start 40.45 Finish 17.85 TIME:

TIME:

12:07

3<sup>rd</sup> pail weight: Start \_\_\_\_\_ Finish \_\_\_\_\_

4<sup>th</sup> pail weight: Start \_\_\_\_\_ Finish \_\_\_\_\_

2<sup>nd</sup> product name Clarifloc CE 2164

TIME

12:20 pm

~~1<sup>st</sup>~~ pail weight: Start 46.50 Finish TOTAL BUCKET WEIGHT

TIME:

12:35 1<sup>st</sup>

~~1<sup>st</sup>~~ pail weight: Start 43.40 Finish 25.20 TIME:

TIME:

1:36 pm

3<sup>rd</sup> pail weight: Start \_\_\_\_\_ Finish \_\_\_\_\_

4<sup>th</sup> pail weight: Start \_\_\_\_\_ Finish \_\_\_\_\_

#1

Company Name:

Polymer Name:

SNF/PolyDyne 09/26/2019  
Clarifloc CE 1747

Tare Weight (B)

0.6070

Wet Weight (C)

1.9702

Dry Weight (A)

0.8314

Total Solids (16%)

16.4%

Time in:

11:35

Time out:

12:35

Operator:

SH

(Sample taken from conveyor belt after the press)

A=Weight of dried sample and dish (mg)

B=Weight of dish (mg)

C=Weight of wet sample and dish (mg)

$$\% \text{ Total Solids} = \frac{(A-B) (100)}{C-B}$$

Time Pulled

11:27am

Polymer Dose

34

#2

Company Name:

Polymer Name:

SNF / Poly Driwe 9/26/2019  
Clarifloc CE 1747

Tare Weight (B)

0.6122

Wet Weight (C)

1.9396

Dry Weight (A)

0.8143

Total Solids (16%)

15.2 %

Time in:

11:54

Time out:

12:54

Operator:

SH

(Sample taken from conveyor belt after the press)

A=Weight of dried sample and dish (mg)

B=Weight of dish (mg)

C=Weight of wet sample and dish (mg)

$$\% \text{ Total Solids} = \frac{(A-B) (100)}{C-B}$$

Time Pulled  
11:48

Polymer Dose  
34

#3

Company Name: SNF/PolyDyne 9/26/2019  
Polymer Name: Clarifloc CE 1747

Tare Weight (B)	0.6110
Wet Weight (C)	2.2168
Dry Weight (A)	0.8629
Total Solids (16%)	15.6 %

Time in:	12:16
Time out:	1:16
Operator:	SH

(Sample taken from conveyor belt after the press)

A=Weight of dried sample and dish (mg)  
B=Weight of dish (mg)  
C=Weight of wet sample and dish (mg)

$$\% \text{ Total Solids} = \frac{(A-B)(100)}{C-B}$$

Time Pulled  
12:07

Polymer Dose  
34



#4

Company Name:

SNF / Poly Dyme

9/26/2019

Polymer Name:

Clarifloc CE 2164

Tare Weight (B)

0.6080

Wet Weight (C)

2.1774

Dry Weight (A)

0.8783

Total Solids (16%)

17.2 %

Time in:

1:02

Time out:

2:02

Operator:

SH

(Sample taken from conveyor belt after the press)

A=Weight of dried sample and dish (mg)

B=Weight of dish (mg)

C=Weight of wet sample and dish (mg)

$$\% \text{ Total Solids} = \frac{(A-B) (100)}{C-B}$$

Clarifloc CE 2164

12:54 time pulled

32 Polymer Dose

#5

~~000~~

Company Name:

SNF / Poly Dyme

9/24/2019

Polymer Name:

Clarifloc CE 2164

Tare Weight (B)

0.6111

Wet Weight (C)

1.7787

Dry Weight (A)

0.8084

Total Solids (16%)

16.8 %

Time in:

1:25

Time out:

2:25

Operator:

SH

(Sample taken from conveyor belt after the press)

A=Weight of dried sample and dish (mg)

B=Weight of dish (mg)

C=Weight of wet sample and dish (mg)

$$\% \text{ Total Solids} = \frac{(A-B) (100)}{C-B}$$

1:17 pm Time Pulled

32 polymer Dose

#6

~~88~~ 88

Company Name:

SNF / Poly Dyme

9/24/2019

Polymer Name:

Clarifloc CE 2164

Tare Weight (B)

0.6099

Wet Weight (C)

2.1015

Dry Weight (A)

0.8523

Total Solids (16%)

16.2

Time in:

1:45

Time out:

2:45

Operator:

SH

(Sample taken from conveyor belt after the press)

A=Weight of dried sample and dish (mg)

B=Weight of dish (mg)

C=Weight of wet sample and dish (mg)

$$\% \text{ Total Solids} = \frac{(A-B) (100)}{C-B}$$

1:36 PM Time pulled

3.2 polymer dose



## CLARIFLOC CE-2164 POLYMER

### PRINCIPAL USES

CLARIFLOC CE-2164 is a **high** charge cationic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering.

### TYPICAL PROPERTIES

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

### PREPARATION AND FEEDING

CLARIFLOC CE-2164 is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

### MATERIALS OF CONSTRUCTION

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

### MANUFACTURING SPECIFICATIONS

Total Solids	43.5 - 50.5 %
Residual AcAm	< 1000 ppm
Neat Viscosity	300 - 2000 cPs
UL Viscosity	2.5 - 3.3 cPs

### HANDLING AND STORAGE

Suggested in-plant storage life is 6 months in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of CLARIFLOC CE-2164, sprinkle vermiculite or equivalent absorbent over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

### SAFETY INFORMATION

CLARIFLOC CE-2164 is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

### SHIPPING

CLARIFLOC CE-2164 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2300 pounds. Bulk quantities are also available.

### ADDITIONAL INFORMATION

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

**(800) 848-7659**

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

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

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## SAFETY DATA SHEET

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

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

#### *1.1. Product identifier*

*Product name:* **CLARIFLOC™ CE-2164**

*Type of product:* Mixture.

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

*Identified uses:* Processing aid for industrial applications.

*Uses advised against:* None.

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

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

*Telephone:* 1-800-848-7659

*Telefax:* (912)-884-8770

*E-mail address:* -

#### *1.4. Emergency telephone number*

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

### SECTION 2: Hazards identification

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

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

Not classified.

#### *2.2. Label elements*

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

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

This product is a mixture.

#### 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

**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: Fire-fighting 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.

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

Ammonia. Carbon oxides (CO<sub>x</sub>). Nitrogen oxides (NO<sub>x</sub>). Hydrogen chloride. Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

***5.3. Advice for fire-fighters****Protective measures:*

Wear self-contained breathing apparatus and protective suit.

*Other information:*

Spills produce extremely slippery surfaces.



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

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

*Protective equipment:*

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

*Emergency procedures:*

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

***6.2. Environmental precautions***

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

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

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

*Large spills:*

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

*Residues:*

After cleaning, flush away traces with water.

***6.4. Reference to other sections***

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

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

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

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

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

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

This information is not available.

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

*Distillates (petroleum), hydrotreated light*

ACGIH: 200 mg/m<sup>3</sup> (8 hours)

## 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.

#### b) Skin protection:

i) *Hand protection:* PVC or other plastic material gloves.

ii) *Other:* Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur.

#### c) Respiratory protection:

No personal respiratory protective equipment normally required.

#### d) Additional advice:

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

### Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

## SECTION 9: Physical and chemical properties

### 9.1. Information on basic physical and chemical properties

a) Appearance:	Viscous liquid, Milky.
b) Odour:	Aliphatic.
c) Odour Threshold:	No data available.
d) pH:	3.5 - 6.5 @ 5 g/L
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C
g) Flash point:	Does not flash.
h) Evaporation rate:	No data available.

i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/litre @ 20°C
m) Relative density:	1.0 - 1.2
n) Solubility(ies):	Completely miscible.
o) Partition coefficient:	Not applicable.
p) Autoignition temperature:	Not applicable.
q) Decomposition temperature:	> 150°C
r) Viscosity:	> 20.5 mm <sup>2</sup> /s @ 40°C
s) Explosive properties:	Not expected to be explosive based on the chemical structure.
t) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.

## 9.2. Other information

None.

## SECTION 10: Stability and reactivity

### 10.1. Reactivity

Stable under recommended storage conditions.

### 10.2. Chemical stability

Stable under recommended storage conditions.

### 10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

### 10.4. Conditions to avoid

Protect from frost, heat and sunlight.

### 10.5. Incompatible materials

Oxidizing agents.

### 10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO<sub>x</sub>), carbon oxides (CO<sub>x</sub>). Ammonia. Hydrogen cyanide (hydrocyanic acid).

**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> (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.
Serious eye damage/eye irritation:	Not irritating. (OECD 405)
Respiratory/skin sensitisation:	By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)
Mutagenicity:	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>	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.
<i>Reproductive toxicity:</i>	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>	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:**

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

### Relevant information on the hazardous components:

#### Distillates (petroleum), hydrotreated light

Acute toxicity to fish:	LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L. (OECD 203)
Acute toxicity to invertebrates:	EC0/Daphnia magna/48 hours > 1000 mg/L. (OECD 202)
Acute toxicity to algae:	IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L. (OECD 201)
Chronic toxicity to fish:	NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1000 mg/L
Toxicity to microorganisms:	EC50/Tetrahymena pyriformis/ 48h > 1000 mg/L.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available. Readily biodegradable, exposure to sediment is unlikely.

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

Acute toxicity to fish:	LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202)
Acute toxicity to algae:	IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)
Chronic toxicity to fish:	No data available.

Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1 mg/L (OECD 202)
Toxicity to microorganisms:	EC10/activated sludge/17 hours > 10000 mg/L (DIN 38412-8)
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

### 12.2. Persistence and degradability

#### Information on the product as supplied:

Degradation:	Readily biodegradable.
Hydrolysis:	At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.
Photolysis:	No data available.

#### Relevant information on the hazardous components:

##### Distillates (petroleum), hydrotreated light

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- $\omega$ -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

Koc: No data available.

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

Koc: > 5000

**12.5. Other adverse effects**

None known.

**SECTION 13: Disposal considerations****13.1. Waste treatment methods**Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

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

Recycling:

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



**SECTION 14: Transport information***Land transport (DOT)*

Not classified.

*Sea transport (IMDG)*

Not classified.

*Air transport (IATA)*

Not classified.

**SECTION 15: Regulatory information****15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture***Information on the product as supplied:**TSCA Chemical Substances Inventory:*

All components of this product are either listed 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*

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

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

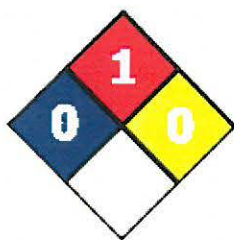
WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

### SECTION 16: Other information

NFPA and HMIS Ratings:

*NFPA:*

Health:	0
Flammability:	1
Instability:	0



*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 15. Regulatory information, SECTION 16. Other Information.

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

*Acronyms*

STOT = Specific target organ toxicity

## SAFETY DATA SHEET

CLARIFLOC™ CE-2164

### *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

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Version: 17.01.a

ENCC046

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

## REFERENCES

City of Atlanta  
2440 Bolton Road N.W.  
Atlanta, GA 30318  
Contact: Mr. Daniel Sabou, Plant Manager  
PH: (404) 546-0683  
EM: dsabou@atlantaga.gov  
Supply and delivery of cationic emulsion polymer.

Metropolitan Council  
2400 Childs Road  
St. Paul, MN 55101  
Contact: Mr. David Quast, Plant Manager  
PH: (651) 602-1164  
EM: david.quast@metc.state.mn.us  
Supply and delivery of cationic emulsion polymer

Louisville M.S.D.  
4522 Algonquin Parkway  
Louisville, KY 40203  
Contact: Ms. Robin Burch, Plant Manager  
PH: (502) 540-6733  
Supply and delivery of cationic emulsion polymer.

City of Franklin  
135 Clauded Yates Drive  
Franklin, TN 37064  
Contact: Ivan Thurber, Assistant Superintendent  
PH: (615) 791-3240  
EM: Ivan.thurber@franklintn.gov  
Supply and delivery of cationic emulsion polymer.

# Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

## City of Franklin, Tennessee

State of GEORGIA )  
 ) SS  
County of LIBERTY )

Affiant, Boyd Stanley, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the Vice-President of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
Polydyne Inc.  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

Boyd Stanley  
(signature of Affiant)

Vice-President

(title of Affiant)

Sworn and subscribed to before me this 8th day of October, 20 19

Heleca Beasley  
(Notary Public)

My Commission Expires:

My Commission Expires  
Dec. 17, 2022

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2020-007)



# Affidavit of Title VI Compliance

a form required of Bidders and Proposers on purchases of services for the

## City of Franklin, Tennessee

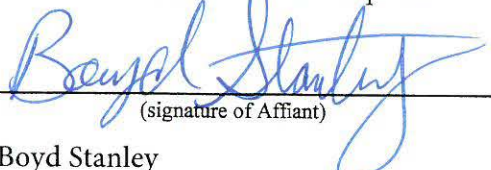
State of GEORGIA )  
County of LIBERTY ) SS

Affiant, Boyd Stanley, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the Vice-President of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
Polydyne Inc.  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

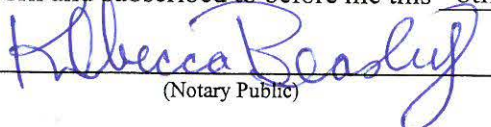
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

  
(signature of Affiant)  
Boyd Stanley

Vice-President

(title of Affiant)

Sworn and subscribed to before me this 8th day of October, 20 19

  
(Notary Public)

My Commission Expires: My Commission Expires  
Dec. 17, 2022

# Affidavit of Drug-Free Workplace

a form required of Bidders and Proposers on purchases of services for the

## City of Franklin, Tennessee

State of GEORGIA )  
County of LIBERTY ) SS

Affiant, Boyd Stanley, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the Vice-President of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
Polydyne Inc.  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

Boyd Stanley Vice-President  
(signature of Affiant) (title of Affiant)  
Boyd Stanley

Sworn and subscribed to before me this 8th day of October, 20 19  
Theresa Beasley My Commission Expires Dec. 17, 2022  
(Notary Public)

**CITY OF FRANKLIN, TENNESSEE  
PROCUREMENT AGREEMENT**

**(City of Franklin Contract No. 2019-0314)**

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**Attachment No. 2**

**CITY'S TERMS**



# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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1. Assignment and Successors. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
2. Subcontracting. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
3. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
4. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
5. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document to which these Standard Procurement Terms and Conditions apply, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2020\_007

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615-550-0079

E-mail: [purchasing@franklintn.gov](mailto:purchasing@franklintn.gov)

In the case of Vendor:

Polydyne Inc.

Attn: Boyd Stanley

1 Chemical Plant Road

P.O. Box 279

Riceboro, GA 31323

Fax: (912) 880-2078

E-mail: PolyBidDpt@snfhc.com

## Standard Procurement Terms and Conditions

### City of Franklin, Tennessee

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6. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
7. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
8. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply. No arbitration or mediation shall be binding.
9. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
10. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
11. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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12. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
13. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
14. Additions/Modifications. If seeking any addition or modification to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
15. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
16. Termination. Unless the City has indicated otherwise in the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already

## Standard Procurement Terms and Conditions

### City of Franklin, Tennessee

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rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30<sup>th</sup> calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

17. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.
18. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, then the City (i) may cancel the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
19. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
20. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

# **CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2019-0314)

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## **Attachment No. 3**

### **CERTIFICATE OF INSURANCE**

<b>Certificate Date</b>	<b>Producer</b>	<b>Certificate Number</b>	<b>Certificate Holder</b>	<b>Type of Insurance</b>	<b>Policy Expiration</b>
10/30/2019	Frenkel & Company, an EPIC company 350 Hudson St., 4th Floor New York, NY 10014	(not indicated)	City of Franklin 109 3 <sup>rd</sup> Ave. South Franklin, TN 37064	Commercial General Liability	12/31/2019
				Automobile Liability	12/31/2019
				Excess Liability	12/31/2019
				Workers Compensation and Employers' Liability	12/31/2019
				Pollution Liability	12/31/2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/30/2019

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

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

<b>PRODUCER</b>  Frenkel & Company, an EPIC company 350 Hudson Street – 4 <sup>th</sup> Floor New York, NY 10014	Phone No.: (212) 488-0200 Fax No.: (212) 488-0220	<b>CONTACT NAME:</b> Laura Alvarez	
		PHONE (A/C, No, Ext): 212.488.0200 FAX A/C, No: 212.488.0220 E-MAIL ADDRESS: lalvarez@frenkel.com	
<b>INSURED</b>  Polydyne Inc. One Chemical Plant Road PO Box 250 Riceboro GA 31323	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> AIG SPECIALTY INSURANCE COMPANY		26883
	<b>INSURER B:</b> COMMERCE & INDUSTRY INSURANCE COMPANY		19410
	<b>INSURER C:</b> TRUMBULL INSURANCE COMPANY		27120
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	EG14362834	12/31/2018	12/31/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		CA4691818	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS \$			EGU18403155	12/31/2018	12/31/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		10WNR30600	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	<b>POLLUTION LIABILITY</b>	X	X	EG14362834	12/31/2018	12/31/2019	LIMIT: \$1,000,000 DEDUCTIBLE; \$250,000

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

City of Franklin is included as Additional Insured according to the terms as required by contract, as respects to liability arising out of the operations of the Named Insured, as their interest may appear and subject to the policy terms conditions and exclusions. The commercial general liability coverage is primary and non-contributory where required by written contract per terms and conditions of the policies. Waiver of Subrogation applies under General Liability as required by contract.

**EXCESS POLICY PROVIDES EXCESS COVERAGE AFTER \$1M POLLUTION LIABILITY**  
30 DAY CANCELLATION CLAUSE INCLUDED

## CERTIFICATE HOLDER

## CANCELLATION

City of Franklin 109 3rd Ave. South Franklin, TN 37064	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION
	AUTHORIZED REPRESENTATIVE  <i>Laura Alvarez</i>



**ENDORSEMENT NO.27**

**This endorsement, effective 12:01 AM: December 31, 2018**

**Forms a part of policy no.: EG 14362834**

**Issued to: SNF HOLDING COMPANY**

**By: AIG SPECIALTY INSURANCE COMPANY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

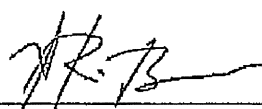
**COMMERCIAL GENERAL LIABILITY AND  
POLLUTION LEGAL LIABILITY COVERAGE FORM**

It is hereby agreed as follows:

**SECTION IV - CONDITIONS, Paragraph 7. Transfer of Rights of Recovery Against Others to Us - Applicable to Coverages A, B, C and E is amended by the addition of the following at the end of such subparagraph:**

**We agree to waive this right of recovery against any entity to the extent that you had, prior to a claim or occurrence, a written agreement to waive such right.**

All other terms, conditions and exclusions remain the same.

  
\_\_\_\_\_  
Authorized Representative  
or countersignature (where required by law)

**ENDORSEMENT NO.43**

**This endorsement, effective 12:01 AM: December 31, 2018**

**Forms a part of policy no.: EG 14362834**

**Issued to: SNF HOLDING COMPANY**

**By: AIG SPECIALTY INSURANCE COMPANY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT -  
OWNERS, LESSEES OR CONTRACTORS - YOUR WORK**

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY AND  
POLLUTION LEGAL LIABILITY POLICY**

**SCHEDULE**

**Name of Additional Insured Person(s) or Organization(s):  
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

- I. Solely as respects COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, COVERAGE E-2 PRODUCTS POLLUTION AND EXPOSURE LIABILITY, and COVERAGE E-3 - CONTRACTORS POLLUTION LIABILITY, SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for bodily injury, property damage, personal and advertising injury, environmental damage or emergency response costs caused by:**

**A. Your acts or omissions, or**

**B. The acts or omissions of those acting on your behalf,**

**arising out of your work, including your work included in the products-completed operations hazard, or your product.**



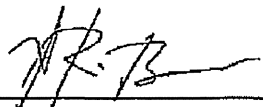
ENDORSEMENT NO. 43 (Continued)

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and
  2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- II. As respects the coverage afforded the additional insured(s) scheduled above, this insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such additional insured(s) whether primary, excess, contingent, or on any other basis.
- III. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions and exclusions remain the same.

  
\_\_\_\_\_  
Authorized Representative  
or countersignature (where required by law)

**CITY OF FRANKLIN, TENNESSEE  
PROCUREMENT AGREEMENT**

**(City of Franklin Contract No. 2019-0314)**

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**Attachment No. 4**

**INDEMNIFICATION AGREEMENT**

**Indemnification Agreement**  
a form required of Bidders and Proposers on purchases of services for the  
**City of Franklin, Tennessee**

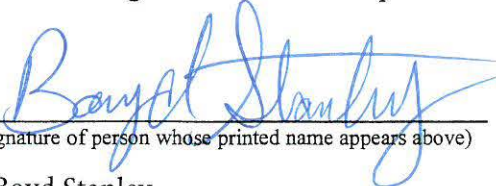
State of GEORGIA )  
 ) SS  
County of LIBERTY )

On behalf of Bidder/Proposer, Boyd Stanley agrees that:  
(printed name of person signing Agreement)


1. He or she is the Vice-President of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
Polydyne Inc.  
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which this Agreement applies, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.

  
(signature of person whose printed name appears above)  
Boyd Stanley

Vice-President  
(title of person whose printed name appears above)

Sworn and subscribed to before me this 8th day of October, 20 19  
  
(Notary Public)

My Commission Expires: My Commission Expires Dec. 17, 2022