

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090168-25-H CATIONIC  
POLYMER FOR WATER TREATMENT PLANTS**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090168-25-H CATIONIC POLYMER FOR WATER TREATMENT PLANTS (Contractor).

**RECITALS**

On or about 7/9/2024, City issued an RFP to prospective proposers on goods and services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the goods and services.

City wishes to retain Contractor to provide Cationic Polymer for Water Filtration Plants as further described in the Scope of Work, attached hereto as Exhibit B. (Goods and Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I  
CONTRACTOR SERVICES**

**1.1 Scope of Work.** Contractor shall provide the Goods and Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Goods and Services. Because City may award more than one contract under the RFP, this Contract shall apply only to the extent awarded by City. As an illustration and not a limitation, if City awards this Contract to provide Goods and Services to Miramar Water Filtration Plant, but not Otay Water Filtration Plant or Alvarado Water Filtration Plan, then this Contract shall only apply to Miramar Water Filtration Plant.

**1.2 General Contract Terms and Provisions.** This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one (1) year period(s). The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$3,000,000.00.

### **ARTICLE IV WAGE REQUIREMENTS**

**4.1** Reserved.

### **ARTICLE V CONTRACT DOCUMENTS**

**5.1 Contract Documents.** The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

**5.2 Contract Interpretation.** The Contract Documents completely describe the Goods and Services to be provided. Contractor will provide any Goods and Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Goods and Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

**5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1<sup>st</sup> document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1<sup>st</sup> Any properly executed written amendment to the Contract

2<sup>nd</sup> The Contract

3<sup>rd</sup> The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

4<sup>th</sup> Contractor's Pricing

**5.4 Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

**5.5 Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

Polydyne Inc.

Proposer

One Chemical Plant Road

Street Address

Riceboro, GA 31323

City

(800) 848-7659 Option 2

Telephone No.

bids@polydyneinc.com

E-Mail

CITY OF SAN DIEGO  
A Municipal Corporation

BY:



Print Name:

Claudia Abarca

Director, Purchasing & Contracting Department

Mar 6, 2025

Date Signed

BY:



Signature of  
Proposer's Authorized  
Representative

Boyd Stanley, Sr. Vice-President

Print Name

Sr. Vice-President

Title

Mar 3, 2025

Date

Approved as to form this 14<sup>th</sup> day of

March, 20 25.

HEATHER FERBERT, City Attorney



BY: [Michael Johnston \(Mar 14, 2025 09:43 PDT\)](#)

Deputy City Attorney

**EXHIBIT A**  
**PROPOSAL SUBMISSION AND REQUIREMENTS**

**A. PROPOSAL SUBMISSION**

**1. Timely Proposal Submittal.** Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

**1.1 Reserved.**

**1.2 Paper Proposals.** The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

**1.3 Proposal Due Date.** Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

**1.4 Pre-Proposal Conference.** No pre-proposal conference will be held for RFP.

**1.4.1 Reserved.**

**1.5 Questions and Comments.** Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

**1.6 Contact with City Staff.** Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

**2. Proposal Format and Organization.** Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

**Tab A - Submission of Information and Forms.**

**2.1** Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

**2.2** Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted



by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

2.10 One copy of the safety data sheet (SDS) for each Product proposal. Only those Products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

**Tab B - Executive Summary and Responses to Specifications.**

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

**Tab C - Cost/Price Proposal.** Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

**3. Proposal Review.** Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

**4. Addenda.** The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

**5. Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

**6. Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

**6.1 Items Offered.** Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

**6.2 Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

**7. Modifications, Withdrawals, or Mistakes.** Proposer is responsible for verifying all prices and extensions before submitting a proposal.

**7.1 Modification or Withdrawal of Proposal Before Proposal Opening.** Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

**7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening.** Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

**8. Incurred Expenses.** The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

**9. Public Records.** By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA)

applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

**10. Right to Audit.** The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

## **B. PRICING**

**1. Fixed Price.** All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP.

**2. Taxes and Fees.** Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

**3. Escalation.** An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

**4. Unit Price.** Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

## **C. EVALUATION OF PROPOSALS**

**1. Award.** The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

**2. Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

**3. Evaluation Process.**

**3.1 Process for Award.** A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

**3.2 Reserved.**

**3.3 Reserved.**

**3.4 Discussions/Negotiations.** The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

**3.5 Inspection.** The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

**3.6 Evaluation Criteria.** The following elements represent the evaluation criteria that will be considered during the evaluation process (see next page).

	Maximum Evaluation Points
<b>Firm's Experience and Capability to Perform</b> <ol style="list-style-type: none"> <li>1. Firm's capability to perform the work within the requested delivery/response time.</li> <li>2. Firm's relevant experience with scopes of work similar in size and nature as Exhibit B Scope of Work.</li> </ol>	30
<b>Relative Performance Price</b> <ol style="list-style-type: none"> <li>1. See Exhibit B Section G (PRODUCT EVALUATION) for determining Relative Performance Price (RPP).</li> <li>2. Lowest RPP receives the maximum 70 points.</li> <li>3. The points allocated to other Proposers will be prorated using the lowest RPP as the baseline.</li> <li>4. Example: if the lowest RPP is \$5.00 and the second lowest is \$5.50, the lowest RPP will receive 100% of the maximum points and the second lowest will receive 90% of the maximum points (i.e., \$5.50 is 10% above the lowest RPP of \$5.00).</li> <li>5. For the purpose of determining RPP and making a preliminary award, only Stage I (Preliminary Jar Testing) will be used for allocating evaluation points. If the preliminary-awarded Proposer does not pass Stage II (Full-scale Plant Evaluation), a preliminary award will be granted to the next highest scoring Proposer.</li> </ol>	70
<b>SUBTOTAL MAXIMUM EVALUATION POINTS</b>	100
<b>Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	12
<b>FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE</b>	112

\*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V

**4. Rejection of All Proposals.** The City may reject any and all proposals when to do so is in the City's best interests.

#### **D. ANNOUNCEMENT OF AWARD**

**1. Award of Contract.** The City will inform all proposers of its intent to award a Contract in writing.

**2. Obtaining Proposal Results.** No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

**3. Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

**E. PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

**F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED.** The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

**1. Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

**2. Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

**3. Business Tax Certificate.** Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

**4. Reserved.**

**5. Reserved.**

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

## **EXHIBIT B SCOPE OF WORK**

### **A. OVERVIEW**

The City of San Diego, Public Utilities Department (City) requires a contractor to provide Polymer/PolyDADMAC (Diallyldimethyl Ammonium Chloride), 20% solution ("Product") to be delivered, as needed, to the City's Alvarado, Miramar, and Otay Water Filtration Plants.

### **B. PROPOSAL SPECIFICATIONS**

Product must meet the following requirements:

1. The Product shall conform to the American Water Works Association (AWWA) Standard for Polymer/PolyDADMAC, AWWA B451-10, and be NSF/ANSI 60 certified for maximum use in potable water and water service applications. Evidence of current ANSI/NSF 60 certification must accompany proposal submittals.
2. The Product specific gravity shall be in the range stated on the Product's Safety Data Sheet.
3. The Product pH shall range from 4.0-7.5.
4. The Product shall be free of biological contamination.
5. The Product shall be chemically non-reactive.
6. The Product must be stable to the actions of strong oxidants such as chlorine, chlorine dioxide, and ozone at concentrations normally encountered in conventional water treatment.

### **C. DELIVERY REQUIREMENTS**

The City estimates the successful Proposer will be required to deliver Product every six (6) weeks, or as needed, to the locations listed below. The City reserves the right to add or remove delivery locations, as may be needed, throughout the contract period at no additional cost to the City.

1. Miramar Water Filtration Plant  
10710 Scripps Lake Drive  
San Diego, CA 92131
2. Otay Water Filtration Plant  
1500 Wueste Road (Off of Olympic Parkway) Chula  
Vista, CA 91915

3. Alvarado Water Filtration Plant  
5540 Kiowa Drive  
La Mesa, CA 91942

The successful Proposer shall provide deliveries in tank truck lots of 40,000 – 45,000 neat pounds (neat pounds equals the product, in pounds, plus the weight of the water) to each of the above locations between the hours of 7:00 a.m. and 2:00 p.m., Monday through Friday, except City holidays.

All deliveries must be accompanied by an invoice or delivery receipt which includes the price of the item being delivered. A copy of this document must be signed by the City-authorized employee, agent, or representative accepting delivery. All invoices and delivery tickets must reference applicable purchase order numbers and/or sub-order numbers. The successful Proposer shall be responsible for all delivery fees associated with third-party deliveries.

The successful Proposer shall supply samples of each load of bulk material delivered at the time of delivery for evaluation of the shipment as a part of the quality control process.

Delivery weight of material shall be determined by certified scales. Certificates of weight shall be furnished by the successful Proposer for all loads of Product at the time of delivery. Each delivery slip must indicate the total solids, total polymer, and polymer concentration.

Orders shall be delivered within **seven (7)** business days after receipt of order (verbal and/or written).

**D. EMERGENCY ORDERS**

In an emergency, the City requires deliveries to be made within forty-eight (48) hours. In the event the successful proposer is unable to deliver within this time frame the City reserves the right to purchase Product off-contract.

In addition, if at any time the successful proposer fails to deliver material within the time indicated on the proposal page and this causes any plant to run short of Product or run the risk of being totally out of this Product, the City reserves the right to purchase Product off-contract. If under such circumstance it becomes necessary for the City to obtain the Product off-contract (due to failure of the successful Proposer to deliver, or the apparent likelihood that the successful Proposer will be unable to deliver) the City will bill the successful Proposer for the difference in cost between the contract price and the price the City paid for the off-contract Product including delivery and related costs and expenses.

Furthermore, should the City be subjected to fines or any other expenses as a result of the successful Proposer's or its agent's failure to deliver the Product, the successful Proposer will be held liable to the City for reimbursement of the entire amount of expense imposed upon the City because of late or non-delivery.



## **E. WATER FILTRATION PLANT SAMPLES**

Proposer may obtain plant water samples for off-site testing purposes. To arrange for collection of water samples, proposers shall contact the Water Operations Superintendents as named below, prior to the proposal opening date.

1. Thomas Watson  
Miramar Water Filtration Plant  
10710 Scripps Lake Drive  
San Diego, CA 92131  
(858) 635-7304
2. Patrick "Cory" Boyd  
Otay Water Filtration Plant  
1500 Wueste Road  
Chula Vista, CA 91915  
(619) 424-0452
3. Stephen Moore  
Alvarado Water Filtration Plant  
5540 Kiowa Drive  
La Mesa, CA 91942  
(619) 668-2017

## **F. PROPOSAL SAMPLES**

### Definitions:

1. Product: Liquid PolyDADMAC, 20% (w/w).
2. Product concentration (w/w): Mass of total solids in Product per mass of Product.
3. Product Price: Price of delivered Product as total solids.
4. Relative Performance Price: Product Price divided by the concentration of organic carbon removed from solution in a standardized jar test analysis. An example of how the Relative Performance Price would be calculated is provided in Section G "Example of Stage I Evaluation" below.

Proposer shall submit at least one, but no more than three, Product samples of unique formulation for evaluation. Approximately 500 mL of each Product shall be submitted and delivered for testing at Proposer's expense. Product samples shall be delivered to: City of San Diego, Water Quality Laboratory, Attn: Michael Younan, 5530 Kiowa Drive, La Mesa, CA 91942-1331. Product samples must be submitted to the Water Quality Laboratory between the hours of 8:00 a.m. and 3:00 p.m. Pacific Time. Product samples must be received on or before 12:00 p.m. on August 8, 2024. If the Proposer fails to submit a Product sample by the due date and time, the proposal response will be rejected, and the Proposer deemed as non-responsive to the RFP. Product sample shall include, at a minimum, name of Proposer; name of Product or unique Product identifier; date of delivery; Safety Data Sheet (SDS); and approximate solution percent strength (w/w). Please contact Michael Younan, Associate Chemist at (619) 668-3260, [myounan@sandiego.gov](mailto:myounan@sandiego.gov) if you wish to schedule hand delivery of Product sample. Proposer's

participation in the Product sample process shall be at no cost to the City.

The successful Proposer shall warrant that the Product to be furnished is substantially equivalent to the contents and purities specified herein and that the Product to be furnished under contract is substantially equal to the Product sample submitted for testing. Product sample must be produced by the plant from which the Product will be furnished. Product samples prepared in a laboratory are not acceptable. The City reserves the right to request additional samples, at no cost to the City, for additional evaluation purposes.

## **G. PRODUCT EVALUATION**

The City shall conduct Product evaluation in two stages. In the first stage, all Product sample submissions will be evaluated against a defined performance criterion—total organic carbon reduction—using a benchtop jar tester. Three separate jar test evaluations shall be conducted on each Product; each tailored to simulate the operating conditions of three separate plants operated by the City. A *preliminary* award specific to each filtration plant will be granted to the Proposer whose Product is offered at the lowest Relative Performance Price (as determined by a jar test), (the “Apparent Successful Proposer”) assuming all other necessary requirements associated with this proposal specification have been satisfied.

In the second stage, the City shall conduct a full-scale evaluation of each Product(s) with the lowest Relative Performance Price for each water filtration plant. If the Product performance satisfies a defined set of criteria specific to the associated full-scale plant, a contract shall be awarded to the Proposer offering the Product at its lowest Relative Performance Price *for that plant*. If the Apparent Successful Proposer’s Product does not satisfy the associated full-scale performance criteria, the Apparent Successful Proposer will not be awarded a contract. The full-scale performance evaluation shall be repeated using the Product with the second lowest Relative Performance Price. This process shall be repeated as necessary using each Product in succession, according to Relative Performance Price, until the full-scale plant performance criteria has been met to the City’s satisfaction.

### **Stage I: Preliminary Jar Testing**

- The City shall conduct a preliminary evaluation of Proposer’s Product(s) using a Phipps and Bird jar tester programmed with the following generic method:

*[jar testing table on following page]*

## STANDARD JAR TEST PROGRAM

Sequence	M1	M2	M3	M4
RPM	100	30	10	0
min:sec	1:00	15:00	15:00	15:00
Description	Rapid Mix	Fast Flocculation	Slow Flocculation	Settling
Action	<ul style="list-style-type: none"> <li>Introduce Ferric</li> <li>Introduce Polymer</li> </ul>			Decant & filter through 0.45 µm filter. Analyze for TOC.

- Equal concentrations of each Proposer's Product shall be performance tested in combination with equal concentrations of ferric chloride that are dosed in equivalent untreated surface water randomly collected from each City filtration plant.
- Total organic carbon (TOC) determinations shall follow Standard Methods 5310B.
- Jar testing shall follow procedures outlined in Enhanced Coagulation and Enhanced Precipitative Softening Guidance Manual, EPA 815-R-99-012, May 1999.
- Total Solids determinations shall follow AWWA B451-10.
- Proposer may request up to 5 gallons of each plant influent prior to, but no later than seven (7) days after, the proposal opening date. Requests will only be fulfilled on a will-call basis at each plant using Proposer's container and must be coordinated through each plant's Senior Water Operations Supervisor.
- Although the City cannot guarantee the physical and/or chemical properties of randomly collected surface water, the following historical ranges can be presumed reliable for predicting future water quality and polyDADMAC treatability:

*[water quality table on following page]*

<b>Historical Water Quality Ranges</b> <b>Untreated Influent</b> January 2021 through December 2022			
	Miramar FP	Alvarado FP	Otay FP
<b>Turbidity</b> (NTU)	<1.5	<2.2	<1.5
<b>TOC</b> (mg/L)	2.3 – 3.4	2.4 – 4.1	2.5 – 7.2
<b>Alkalinity</b> (mg/L as CaCO <sub>3</sub> )	108 – 133	86 – 135	106 – 159
<b>Hardness</b> (mg/L as CaCO <sub>3</sub> )	220 – 280	220 – 280	220 – 280
<b>Conductivity</b> (µS/cm)	750 – 1000	740 – 990	730 – 1030

<b>Historical Water Quality Ranges</b> <b>Untreated Influent</b> January 2021 through December 2022			
	Miramar FP	Alvarado FP	Otay FP
<b>TDS</b> (mg/L)	470 – 630	460 – 630	480 – 630
<b>pH</b>	7.6 – 8.5	7.5 – 8.4	7.3 – 8.6
<b>Temperature</b> (°C)	9 – 33	14 – 30	8 – 30

### Example of Stage I Evaluation

Proposer #1 submits one (1) unique formulation of liquid polyDADMAC and Proposer #2 submits two (2) unique formulations of liquid polyDADMAC. The polymer materials are evaluated in a jar test simulating real-world treatment dosages of 4.0 mg/L ferric chloride combined with 0.30 mg/L polyDADMAC (approximately 1.5 mg/L as liquid 20% polyDADMAC).

1. The % Total Solids of each Product is measured and used to calculate the spike volume for a 2-liter jar test:

Proposer	Product ID	Product Concentration (mg <sub>TS</sub> / mg <sub>Product</sub> )	Spiking Mass, -Undiluted- (mg)	Concentration, polyDADMAC (mg/L)
#1	1A	0.213	2.8	0.30
#2	2A	0.396	1.5	0.30
#2	2B	0.190	3.2	0.30

2. A jar test is performed on each Product using randomly collected plant influent spiked with equivalent dosages of ferric chloride and polymer (4.0 mg/L: 0.30 mg/L).
3. The settled water from each jar is decanted and individually filtered through a 0.45 µm filter and analyzed for TOC. The concentration of organic carbon from each filtered sample is subtracted from the organic carbon concentration of the untreated water to determine the organic carbon reduction concentration.
4. The lowest Relative Performance Price is calculated, and the preliminary award is granted:

Proposer	Product ID	Product Price (\$/unit mass)	TOC, initial (mg/L)	TOC, final (mg/L)	TOC, reduction (mg/L)	Relative Performance Price (\$/TOC, reduction)
#1	1A	1.25	3.98	3.45	0.53	2.36
#2	2A	1.60	3.98	3.51	0.47	3.40
#2	2B	1.35	3.98	3.40	0.58	<b>2.33</b>

In this example, Product 2B from the second Proposer would be granted a preliminary award for the plant represented by the surface water character and chemical dosages used in the jar test. Final contract award is contingent upon satisfying a full-scale evaluation (Stage II) with an acceptable assessment.

#### Stage II: Full-scale Plant Evaluation

In preparation for full-scale plant evaluation, Proposer selected for preliminary award shall deliver **2,500** neat pounds of Product to the respective plant(s) within one (1) week of request by the City. Product shall be provided by Proposer and the City will remit payment in accordance with the pricing provided in the Proposer's test Pricing Schedule in Section I.2 - **"FULL POLYMER/PolyDADMAC TESTING FOR WATER TREATMENT PLANTS"**. Plant Operations staff will be responsible for full-scale plant testing and shall reserve the sole right of assessment.

City's Plant Operators shall conclude their full-scale evaluation and report their assessment, either acceptable or not acceptable, to the City's Technical Representative within one (1) week of Product delivery. The Plant Operator's assessment shall be based on a comprehensive review of Product's effect on plant metrics and processes that includes, but is not necessarily limited to:

- Pumping and mixing characteristics related to Product viscosity and specific gravity;
- Flocculation;
- Settling velocity and settled water turbidity;
- Filter head loss; and
- Effluent turbidity.

#### **H. TECHNICAL REPRESENTATIVE**

The Technical Representative for this contract is identified in the Notice of Award and is responsible for overseeing and monitoring this contract.

## I. PRICING SCHEDULE

The City estimates that it will purchase 900,000 neat pounds annually. The estimated annual amount by facility is indicated below and the quantities shown are estimates only. The City reserves the right to purchase more or less as need dictates. Successful Proposer agrees to waive any differences, whether more or less, between estimated quantities and quantities actually ordered. The City shall not be obligated to purchase supplier's excess inventory of any item if actual purchases vary from estimates.

The Polymer/PolyDADMAC to be purchased under this contract is for water treatment and is therefore not subject to California State Sales Tax. City Resale Number is SRFR-25027328.

Proposer shall provide the following information with the Pricing Schedule as part of the proposal submittal:  
Polydyne Inc., 4690 Worth Street, Los Angeles, CA 90063 (Manufacturing location)

Name and Address of Manufacturer: Polydyne Inc., 1 Chemical Plant Road, Riceboro, GA 31323 (Manufacturer headquarters)

State percent (%) in solution of product proposal: 20 %

Proposer agrees to supply Polymer/PolyDADMAC in 4,500 - 5,000 gallon lots. Proposer must maintain a supply of PolyDADMAC at storage or warehouse locations within United States within eighteen (18) hours' drive of delivery points.

### **SECTION 1 – POLYMER/PolyDADMAC FOR WATER TREATMENT PLANTS**

Item No.	Est. Annual Qty.	UOM	Description	Unit Price	Extension (Est. Annual Qty. X Unit Price)
1.	400,000	Neat Pounds	PolyDADMAC <u>FOB Destination:</u> Alvarado Water Filtration Plant Product No: <u>CLARIFLOC C-358, C-338, and C-308P</u>	\$ <u>0.55/Lb.</u>	\$ <u>220,000.00</u>

Item No.	Est. Annual Qty.	UOM	Description	Unit Price	Extension (Est. Annual Qty. X Unit Price)
2.	200,000	Neat Pounds	PolyDADMAC <u>FOB Destination:</u> Otay Water Filtration Plant Product No: <u>CLARIFLOC C-358, C-338, and C-308P</u>	\$ <u>0.55/Lb.</u>	\$ <u>110,000.00</u>
3.	300,000	Neat Pounds	PolyDADMAC <u>FOB Destination:</u> Miramar Water Filtration Plant Product No: <u>CLARIFLOC C-358, C-338, and C-308P</u>	\$ <u>0.55/Lb.</u>	\$ <u>165,000.00</u>
<b>Subtotal for Section 1:</b>					\$495,000.00



**SECTION 2 – FULL POLYMER/PolyDADMAC TESTING FOR WATER TREATMENT PLANTS**

The Proposer selected for preliminary award shall deliver **2,500** neat pounds of Product to the respective plant(s) within one (1) week of request by the City. Product shall be provided at City's expense, per prices proposed herein. Plant Operations staff will be responsible for full-scale plant testing, shall reserve the sole right of assessment, and report their assessment to the City's Technical Representative within one (1) week of Product delivery. Please see section G. PRODUCT EVALUATION, subsection "Stage II: Full-scale Plant Evaluation" for the full details.

Item No.	Est. Annual Qty.	UOM	Description	Unit Price	Extension (Est. Annual Qty. X Unit Price)
1.	2,500	Neat Pounds	Cationic Polymer <u>FOB Destination:</u> Alvarado Water Filtration Plant Product No: <u>CLARIFLOC C-358, C-338, or C-308P</u>	\$ <u>0.55/Lb.</u>	\$ <u>1,375.00</u>
2.	2,500	Neat Pounds	Cationic Polymer <u>FOB Destination:</u> Otay Water Filtration Plant Product No: <u>CLARIFLOC C-358, C-338, or C-308P</u>	\$ <u>0.55/Lb.</u>	\$ <u>1,375.00</u>
3.	2,500	Neat Pounds	Cationic Polymer <u>FOB Destination:</u> Miramar Water Filtration Plant Product No: <u>CLARIFLOC C-358, C-338, or C-308P</u>	\$ <u>0.55/Lb.</u>	\$ <u>1,375.00</u>
Subtotal for Section 2:					\$4,125.00

<b>Estimated Annual Proposal Total for Sections 1 and 2</b>	\$ 499,125.00
<b>Estimated Total Contract Value (Est. Annual Proposal Total x 5-year Contract Term)</b>	\$ 2,495,625.00

## **EXHIBIT C**



**THE CITY OF SAN DIEGO**  
**GENERAL CONTRACT TERMS AND PROVISIONS**  
**APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS**

## **ARTICLE I SCOPE AND TERM OF CONTRACT**

**1.1 Scope of Contract.** The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

**1.2 Effective Date.** A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

**1.3 Contract Extension.** The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

## **ARTICLE II CONTRACT ADMINISTRATOR**

**2.1 Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**2.1.1 Contractor Performance Evaluations.** The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

**2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent  
City of San Diego, Purchasing and Contracting Division  
1200 3rd Avenue, Suite 200  
San Diego, CA 92101-4195

### **ARTICLE III COMPENSATION**

**3.1 Manner of Payment.** Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

**3.2 Invoices.**

**3.2.1 Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

**3.2.2 Service Contracts.** Contractor must submit invoices for services to City by the 10<sup>th</sup> of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

**3.2.3 Goods Contracts.** Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

**3.2.4 Parts Contracts.** Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

**3.2.5 Extraordinary Work.** City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

**3.2.6 Reporting Requirements.** Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

**3.2.6.1 Monthly Employment Utilization Reports.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.2.6.2 Monthly Invoicing and Payments.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

**3.4 Price Adjustments.** Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

## **ARTICLE IV SUSPENSION AND TERMINATION**

**4.1 City's Right to Suspend for Convenience.** City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

**4.2 City's Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

**4.3 City's Right to Terminate for Default.** Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

**4.3.1** If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

**4.3.2** If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

**4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

#### **4.5 Contractor's Right to Payment Following Contract Termination.**

**4.5.1 Termination for Convenience.** If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

**4.5.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

**4.6 Remedies Cumulative.** City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

**5.1 Inspection and Acceptance.** The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

**5.2 Responsibility for Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

**5.3 Responsibility for Damages.** Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

**5.4 Delivery.** Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

**5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

**5.5.1** If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.



**5.6 Restrictions and Regulations Requiring Contract Modification.** Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

**5.7 Warranties.** All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

**5.8 Industry Standards.** Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

**5.9 Records Retention and Examination.** Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

**5.9.1** Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

**5.10 Quality Assurance Meetings.** Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

**5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

**5.12 Safety Data Sheets.** If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

**5.13 Project Personnel.** Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

**5.13.1 Criminal Background Certification.** Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

**5.13.2 Photo Identification Badge.** Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

**5.14 Standards of Conduct.** Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

**5.14.1 Supervision.** Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

**5.14.2 City Premises.** Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

**5.14.3 Removal of Employees.** City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

**5.15 Licenses and Permits.** Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

**5.16 Contractor and Subcontractor Registration Requirements.** Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

**6.1 Rights in Data.** If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

**6.2 Intellectual Property Rights Assignment.** For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

**6.3 Contractor Works.** Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

**6.4 Subcontracting.** In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

**6.5 Intellectual Property Warranty and Indemnification.** Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

**6.6 Software Licensing.** Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

**6.7 Publication.** Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

**6.8 Royalties, Licenses, and Patents.** Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

**7.1 Indemnification.** To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

**7.2 Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

**7.2.1 Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**7.2.2 Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**7.2.3 Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**7.2.4 Professional Liability (Errors and Omissions).** For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**7.2.5 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**7.2.5.1 Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**7.2.5.2 Primary Coverage.** For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**7.2.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

**7.2.5.4 Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**7.2.5.5 Claims Made Policies (applicable only to professional liability).** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**7.3 Self Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**7.4 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7.5 Verification of Coverage.** Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**7.6 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**7.7 Additional Insurance.** Contractor may obtain additional insurance not required by this Contract.

**7.8 Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**7.9 Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

## **ARTICLE VIII BONDS**

**8.1 Payment and Performance Bond.** Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

**8.1.1 Bond Amount.** The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

**8.1.2 Bond Term.** The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

**8.1.3 Bond Surety.** The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

**8.1.4 Non-Renewal or Cancellation.** The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force



and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

**8.2 Alternate Security.** City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

## **ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS**

**9.1 Contractor Certification of Compliance.** By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

**9.1.1 Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

**9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

### **9.1.3 Non-Discrimination Requirements.**

**9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP).** Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

**9.1.3.2 Non-Discrimination Ordinance.** Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

**9.1.3.3 Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

**9.1.5 Contractor Standards.** Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.6 Noise Abatement.** Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

**9.1.7 Storm Water Pollution Prevention Program.** Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

**9.1.8 Service Worker Retention Ordinance.** If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

**9.1.9 Product Endorsement.** Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

**9.1.10 Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

**9.1.11 Equal Pay Ordinance.** Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

**9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

## **ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

**10.1 Conflict of Interest Laws.** Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

**10.2 Contractor's Responsibility for Employees and Agents.** Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

**10.3 Contractor's Financial or Organizational Interests.** In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**10.4 Certification of Non-Collusion.** Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

**10.5 Hiring City Employees.** This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

## **ARTICLE XI DISPUTE RESOLUTION**

**11.1 Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

**11.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

**11.3 Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**11.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**11.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

## **ARTICLE XII MANDATORY ASSISTANCE**

**12.1 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**12.2 Compensation for Mandatory Assistance.** City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

**12.3 Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

## **ARTICLE XIII MISCELLANEOUS**

**13.1 Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.

**13.2 Non-Assignment.** Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**13.3 Independent Contractors.** Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

**13.5 Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

**13.6 Compliance with Controlling Law.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

**13.7 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**13.8 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

**13.9 Successors in Interest.** This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**13.10 No Waiver.** No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**13.11 Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

**13.12 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

**13.13 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.14 Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

**13.15 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.16 Confidentiality of Services.** All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

**13.17 Insolvency.** If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

**13.18 No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

**13.19 Actions of City in its Governmental Capacity.** Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

**POLYDYNE INC.**

**1 Chemical Plant Road  
Riceboro, GA 31323**

**(800) 848-7659  
[bids@polydyneinc.com](mailto:bids@polydyneinc.com)**

**SUBMITTAL FOR**

**CITY OF SAN DIEGO**

**REQUEST FOR PROPOSALS**

**(RFP) 10090168-25-H**

**CATIONIC POLYMER  
FOR WATER FILTRATION PLANTS**



## **TABLE OF CONTENTS**

Cover Letter

Table of Contents

Executive Summary

Addendum A

City Request for Proposal Documents

EOC Work Force Report

Business Tax Certificate

Certificate of Resolution

General Information Sheet

NSF Certification

Product Information – Technical Bulletin and SDS for each product

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**REQUEST FOR PROPOSALS  
(RFP) 10090168-25-H**

**EXECUTIVE SUMMARY**

The following is a proposal submitted by Polydyne Inc. to the City of San Diego for the supply of Cationic Polymer for Water Filtration Plants. Polydyne Inc.'s goal is to supply the City with the most effective polymer product(s) at the most competitive price(s).

Polydyne Inc. is a wholly owned subsidiary of SNF Holding Company. Both entities are Delaware corporations. Polydyne Inc. is the largest supplier of water-soluble polymers to the municipal market in the United States. Our polymers are manufactured at nine separate manufacturing facilities strategically located across the United States. We are a fully integrated manufacturing company and produce several of our key raw materials. Polydyne Inc. is also the only polymer supplier that offers a full range of polymers i.e., powders, emulsions, and solutions. Worldwide our company has been in operation for over 30 years.

Polydyne Inc.'s exclusive charter is to be the direct marketing organization for all SNF Holding Company-produced products to the municipal market, in the United States, particularly those requiring "Manufacturer Only."

The Cationic Polymers that Polydyne Inc. is bidding for the City of San Diego's Water Filtration Plants are regionally manufactured at our Los Angeles, CA facility. Additional production facilities are located in Pearlinton, MS, and Dolton, IL.

Polydyne Inc. maintains a sales force of twenty-seven polymer experts to provide customers with technical assistance with polymer applications as well as continuous product optimization. Polydyne Inc.'s Technical Representative for this contract is Olawale "Wale" Igbekoyi. Mr. Igbekoyi has over fifteen years of experience in the water treatment industry. Mr. Igbekoyi's contact information is listed below.

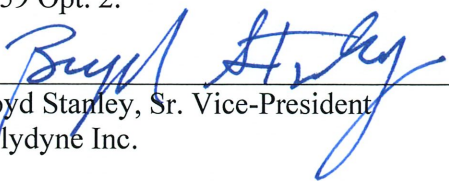
**Wale Igbekoyi, Technical Sales Representative**

Anaheim, CA

**Ph.: (661) 803-2466**

**E-mail: oigbekoyi@polydyneinc.com**

If I may be of any further assistance, or if you have any questions, please contact me at (800) 848-7659 Opt. 2.

  
Boyd Stanley, Sr. Vice-President  
Polydyne Inc.

Date August 5, 2024

**CITY OF SAN DIEGO**  
**PURCHASING & CONTRACTING DEPARTMENT**  
1200 Third Avenue, Suite 200  
San Diego, CA 92101-4195  
Fax: (619) 236-5904

**ADDENDUM A**

Request for Proposal (RFP) 10090168-25-H      **Closing Date:** August 8, 2024 @ 2:00 p.m.

City of San Diego Request for Proposal to furnish Cationic Polymer for Water Filtration Pants.

The following changes to the RFP documents are hereby made effective as though they were originally shown and/or written:

1. Remove the original cover sheet and replace with the attached Addendum A cover sheet.
2. Remove the original RFP, Contract Signature Page (page 3 of 10) and replace with the attached Addendum A, RFP Contract Signature Page (page 3 of 10).
3. Add one (1) page "Questions and Answers". (**NOTE:** The questions and answers are being provided for informational purposes only, and are not part of any resulting contract from this RFP.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT



Hugo Mora  
Supervising Procurement Contracting Officer  
(619) 236-6154



**Request for Proposal (RFP) for Cationic Polymer for Water Filtration Plants  
Addendum A**

<b>Solicitation Number:</b>	10090168-25-H
<b>Solicitation Issue Date:</b>	July 9, 2024
<b>Pre-Proposal Conference:</b>	No Pre-Proposal Conference will be held for this RFP.
<b>Questions and Comments Due:</b>	July 19, 2024 @ 12:00 p.m.
<b>Proposal Due Date and Time ("Closing Date"):</b>	August 8, 2024 @ 2:00 p.m.
<b>Contract Terms:</b>	One (1) year, with four (4) additional one (1) year options to renew from the Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.
<b>City Contact:</b>	Hugo Mora, Supervising Procurement Contracting Officer 1200 Third Avenue, Suite 200 San Diego, CA 92101 (619) 236-6154
<b>Submissions:</b>	<p>Proposer is required to provide one (1) original hard copy and one (1) electronic copy (e.g., thumb drive or CD), <b>or</b> an electronic proposal via PlanetBids, of their response as described herein.</p> <p><b>The City may require Proposers to submit original hard copies prior to execution of the contract if the PlanetBids electronic submission does not include an authorized electronic signature page (e.g., Adobe Sign, DocuSign).</b></p> <p><b>Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.</b></p>

**5.5 Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

Polydyne Inc.

BY: \_\_\_\_\_

Proposer

1 Chemical Plant Road

Print Name: \_\_\_\_\_

Street Address

Riceboro, GA 31323

Director, Purchasing & Contracting Department

City

(800) 848-7659

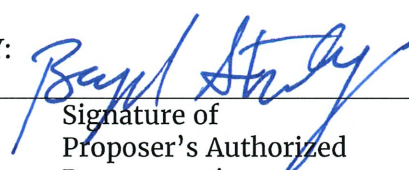
Date Signed \_\_\_\_\_

Telephone No.

bids@polydyneinc.com

E-Mail

BY: \_\_\_\_\_

  
Signature of  
Proposer's Authorized  
Representative

Approved as to form this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.  
MARA W. ELLIOTT, City Attorney

Boyd Stanley

BY: \_\_\_\_\_

Deputy City Attorney

Print Name

Sr. Vice-President

Title

8/5/2024

Date



**RFP 10090168-25-H, Cationic Polymer for Water Filtration Plants**

**Questions and Answers**

**Question 1:** What is the current dosing rate for the current polymers used on site?

Response: a) Alvarado Water Treatment Plant is currently dosing 1 parts per million (PPM).  
b) Miramar Water Treatment Plant is using 1.5 PPM of polymer.  
c) Otay Water Treatment Plant is using 3 PPM of polymer.

**Question 2:** Who is the current supplier?

Response: Polydyne Inc.

**Question 3:** What is the current price from the current supplier?

Response: The current price is \$0.607/lb.

**Question 4:** Has the current supplier missed a delivery or delayed a delivery in the last 3 months?

Response: The City does not have record of any missed or delayed delivery in the last 3 months by the current supplier.

**Question 5:** Regarding Stage I: Preliminary Jar Testing, will the evaluation of the Proposer's Product(s) still be necessary if the incumbent vendor intends to bid on the product currently utilized by the city?

Response: Yes, all Proposers, including the incumbent, will go through preliminary jar testing.

**Question 6:** Will the bid opening be accessible for the public to attend?

Response: This is a Request for Proposal (RFP) procurement process, not an Invitation to Bid process. The RFP process does not include a bid opening. Please refer to Exhibit A for a description of the evaluation of proposals (Section C), announcement of award (Section D), and other procedures and requirements under this RFP.

**Question 7:** If a proposer submits 500 ml samples of three (3) different products, does the City intend to select the top-performing product based on the lowest Relative Performance Price for a full-scale test at each plant?

Response: Yes, the top-performing product will go through full-scale testing at each plant.



## Request for Proposal (RFP) for Cationic Polymer for Water Filtration Plants

<b>Solicitation Number:</b>	10090168-25-H
<b>Solicitation Issue Date:</b>	July 9, 2024
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<b>Questions and Comments Due:</b>	July 19, 2024 @ 12:00 p.m.
<b>Proposal Due Date and Time ("Closing Date"):</b>	August 8, 2024 @ 2:00 p.m.
<b>Contract Terms:</b>	One (1) year, with four (4) additional one (1) year options to renew from the Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.
<b>City Contact:</b>	Hugo Mora, Supervising Procurement Contracting Officer 1200 Third Avenue, Suite 200 San Diego, CA 92101 (619) 236-6154
<b>Submissions:</b>	<p>Proposer is required to provide one (1) original hard copy and one (1) electronic copy (e.g., thumb drive or CD), <b>or</b> an electronic proposal via PlanetBids, of their response as described herein.</p> <p><b>The City may require Proposers to submit original hard copies prior to execution of the contract if the PlanetBids electronic submission does not include an authorized electronic signature page (e.g., Adobe Sign, DocuSign).</b></p> <p><b>Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.</b></p>

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090168-25-H CATIONIC  
POLYMER FOR WATER TREATMENT PLANTS**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090168-25-H CATIONIC POLYMER FOR WATER TREATMENT PLANTS (Contractor).

**RECITALS**

On or about 7/9/2024, City issued an RFP to prospective proposers on goods and services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the goods and services.

City wishes to retain Contractor to provide Cationic Polymer for Water Filtration Plants as further described in the Scope of Work, attached hereto as Exhibit B. (Goods and Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I  
CONTRACTOR SERVICES**

**1.1 Scope of Work.** Contractor shall provide the Goods and Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Goods and Services. Because City may award more than one contract under the RFP, this Contract shall apply only to the extent awarded by City. As an illustration and not a limitation, if City awards this Contract to provide Goods and Services to Miramar Water Filtration Plant, but not Otay Water Filtration Plant or Alvarado Water Filtration Plan, then this Contract shall only apply to Miramar Water Filtration Plant.

**1.2 General Contract Terms and Provisions.** This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one (1) year period(s). The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.



### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$\_\_\_\_\_.  
*(The not to exceed amount will be added in this final Contract prior to the final execution of the Contract by the City, with the Contractor's initials indicating acceptance.)*

### **ARTICLE IV WAGE REQUIREMENTS**

**4.1** Reserved.

### **ARTICLE V CONTRACT DOCUMENTS**

**5.1 Contract Documents.** The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

**5.2 Contract Interpretation.** The Contract Documents completely describe the Goods and Services to be provided. Contractor will provide any Goods and Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Goods and Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

**5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1<sup>st</sup> document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1<sup>st</sup> Any properly executed written amendment to the Contract
- 2<sup>nd</sup> The Contract
- 3<sup>rd</sup> The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4<sup>th</sup> Contractor's Pricing

**5.4 Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

**5.5 Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

\_\_\_\_\_  
Proposer

BY: \_\_\_\_\_

\_\_\_\_\_  
Street Address

Print Name: \_\_\_\_\_

\_\_\_\_\_  
City

\_\_\_\_\_  
Director, Purchasing & Contracting Department

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
E-Mail

BY:

\_\_\_\_\_  
Signature of  
Proposer's Authorized  
Representative

Approved as to form this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.  
MARA W. ELLIOTT, City Attorney

\_\_\_\_\_  
Print Name

BY: \_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT A**  
**PROPOSAL SUBMISSION AND REQUIREMENTS**

**A. PROPOSAL SUBMISSION**

**1. Timely Proposal Submittal.** Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

**1.1 Reserved.**

**1.2 Paper Proposals.** The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

**1.3 Proposal Due Date.** Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

**1.4 Pre-Proposal Conference.** No pre-proposal conference will be held for RFP.

**1.4.1 Reserved.**

**1.5 Questions and Comments.** Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

**1.6 Contact with City Staff.** Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

**2. Proposal Format and Organization.** Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

**Tab A – Submission of Information and Forms.**

**2.1** Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

**2.2** Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

2.10 One copy of the safety data sheet (SDS) for each Product proposal. Only those Products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

**Tab B - Executive Summary and Responses to Specifications.**

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

**Tab C - Cost/Price Proposal.** Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

**3. Proposal Review.** Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

**4. Addenda.** The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

**5. Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

**6. Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

**6.1 Items Offered.** Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

**6.2 Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

**7. Modifications, Withdrawals, or Mistakes.** Proposer is responsible for verifying all prices and extensions before submitting a proposal.

**7.1 Modification or Withdrawal of Proposal Before Proposal Opening.** Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

**7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening.** Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

**8. Incurred Expenses.** The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

**9. Public Records.** By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA)

applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

**10. Right to Audit.** The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

## **B. PRICING**

**1. Fixed Price.** All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP.

**2. Taxes and Fees.** Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

**3. Escalation.** An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

**4. Unit Price.** Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

## **C. EVALUATION OF PROPOSALS**

**1. Award.** The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

**2. Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

**3. Evaluation Process.**

**3.1 Process for Award.** A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

**3.2 Reserved.**

**3.3 Reserved.**

**3.4 Discussions/Negotiations.** The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

**3.5 Inspection.** The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

**3.6 Evaluation Criteria.** The following elements represent the evaluation criteria that will be considered during the evaluation process (see next page).

	Maximum Evaluation Points
<b>Firm's Experience and Capability to Perform</b> <ol style="list-style-type: none"> <li>1. Firm's capability to perform the work within the requested delivery/response time.</li> <li>2. Firm's relevant experience with scopes of work similar in size and nature as Exhibit B Scope of Work.</li> </ol>	30
<b>Relative Performance Price</b> <ol style="list-style-type: none"> <li>1. See Exhibit B Section G (PRODUCT EVALUATION) for determining Relative Performance Price (RPP).</li> <li>2. Lowest RPP receives the maximum 70 points.</li> <li>3. The points allocated to other Proposers will be prorated using the lowest RPP as the baseline.</li> <li>4. Example: if the lowest RPP is \$5.00 and the second lowest is \$5.50, the lowest RPP will receive 100% of the maximum points and the second lowest will receive 90% of the maximum points (i.e., \$5.50 is 10% above the lowest RPP of \$5.00).</li> <li>5. For the purpose of determining RPP and making a preliminary award, only Stage I (Preliminary Jar Testing) will be used for allocating evaluation points. If the preliminary-awarded Proposer does not pass Stage II (Full-scale Plant Evaluation), a preliminary award will be granted to the next highest scoring Proposer.</li> </ol>	70
<b>SUBTOTAL MAXIMUM EVALUATION POINTS</b>	<b>100</b>
<b>Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	<b>12</b>
<b>FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE</b>	<b>112</b>

\*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V

**4. Rejection of All Proposals.** The City may reject any and all proposals when to do so is in the City's best interests.

#### **D. ANNOUNCEMENT OF AWARD**



**1. Award of Contract.** The City will inform all proposers of its intent to award a Contract in writing.

**2. Obtaining Proposal Results.** No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

**3. Multiple Awards.** City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

**E. PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

**F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED.** The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

**1. Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

**2. Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

**3. Business Tax Certificate.** Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

**4. Reserved.**

**5. Reserved.**

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

## **EXHIBIT B SCOPE OF WORK**

### **A. OVERVIEW**

The City of San Diego, Public Utilities Department (City) requires a contractor to provide Polymer/PolyDADMAC (Diallyldimethyl Ammonium Chloride), 20% solution ("Product") to be delivered, as needed, to the City's Alvarado, Miramar, and Otay Water Filtration Plants.

### **B. PROPOSAL SPECIFICATIONS**

Product must meet the following requirements:

1. The Product shall conform to the American Water Works Association (AWWA) Standard for Polymer/PolyDADMAC, AWWA B451-10, and be NSF/ANSI 60 certified for maximum use in potable water and water service applications. Evidence of current ANSI/NSF 60 certification must accompany proposal submittals.
2. The Product specific gravity shall be in the range stated on the Product's Safety Data Sheet.
3. The Product pH shall range from 4.0-7.5.
4. The Product shall be free of biological contamination.
5. The Product shall be chemically non-reactive.
6. The Product must be stable to the actions of strong oxidants such as chlorine, chlorine dioxide, and ozone at concentrations normally encountered in conventional water treatment.

### **C. DELIVERY REQUIREMENTS**

The City estimates the successful Proposer will be required to deliver Product every six (6) weeks, or as needed, to the locations listed below. The City reserves the right to add or remove delivery locations, as may be needed, throughout the contract period at no additional cost to the City.

1. Miramar Water Filtration Plant  
10710 Scripps Lake Drive  
San Diego, CA 92131
2. Otay Water Filtration Plant  
1500 Wueste Road (Off of Olympic Parkway) Chula  
Vista, CA 91915

3. Alvarado Water Filtration Plant  
5540 Kiowa Drive  
La Mesa, CA 91942

The successful Proposer shall provide deliveries in tank truck lots of 40,000 – 45,000 neat pounds (neat pounds equals the product, in pounds, plus the weight of the water) to each of the above locations between the hours of 7:00 a.m. and 2:00 p.m., Monday through Friday, except City holidays.

All deliveries must be accompanied by an invoice or delivery receipt which includes the price of the item being delivered. A copy of this document must be signed by the City-authorized employee, agent, or representative accepting delivery. All invoices and delivery tickets must reference applicable purchase order numbers and/or sub-order numbers. The successful Proposer shall be responsible for all delivery fees associated with third-party deliveries.

The successful Proposer shall supply samples of each load of bulk material delivered at the time of delivery for evaluation of the shipment as a part of the quality control process.

Delivery weight of material shall be determined by certified scales. Certificates of weight shall be furnished by the successful Proposer for all loads of Product at the time of delivery. Each delivery slip must indicate the total solids, total polymer, and polymer concentration.

Orders shall be delivered within **seven (7)** business days after receipt of order (verbal and/or written).

**D. EMERGENCY ORDERS**

In an emergency, the City requires deliveries to be made within forty-eight (48) hours. In the event the successful proposer is unable to deliver within this time frame the City reserves the right to purchase Product off-contract.

In addition, if at any time the successful proposer fails to deliver material within the time indicated on the proposal page and this causes any plant to run short of Product or run the risk of being totally out of this Product, the City reserves the right to purchase Product off-contract. If under such circumstance it becomes necessary for the City to obtain the Product off-contract (due to failure of the successful Proposer to deliver, or the apparent likelihood that the successful Proposer will be unable to deliver) the City will bill the successful Proposer for the difference in cost between the contract price and the price the City paid for the off-contract Product including delivery and related costs and expenses.

Furthermore, should the City be subjected to fines or any other expenses as a result of the successful Proposer's or its agent's failure to deliver the Product, the successful Proposer will be held liable to the City for reimbursement of the entire amount of expense imposed upon the City because of late or non-delivery.

#### **E. WATER FILTRATION PLANT SAMPLES**

Proposer may obtain plant water samples for off-site testing purposes. To arrange for collection of water samples, proposers shall contact the Water Operations Superintendents as named below, prior to the proposal opening date.

1. Thomas Watson  
Miramar Water Filtration Plant  
10710 Scripps Lake Drive  
San Diego, CA 92131  
(858) 635-7304
2. Patrick "Cory" Boyd  
Otay Water Filtration Plant  
1500 Wueste Road  
Chula Vista, CA 91915  
(619) 424-0452
3. Stephen Moore  
Alvarado Water Filtration Plant  
5540 Kiowa Drive  
La Mesa, CA 91942  
(619) 668-2017

#### **F. PROPOSAL SAMPLES**

##### Definitions:

1. Product: Liquid PolyDADMAC, 20% (w/w).
2. Product concentration (w/w): Mass of total solids in Product per mass of Product.
3. Product Price: Price of delivered Product as total solids.
4. Relative Performance Price: Product Price divided by the concentration of organic carbon removed from solution in a standardized jar test analysis. An example of how the Relative Performance Price would be calculated is provided in Section G "Example of Stage I Evaluation" below.

Proposer shall submit at least one, but no more than three, Product samples of unique formulation for evaluation. Approximately 500 mL of each Product shall be submitted and delivered for testing at Proposer's expense. Product samples shall be delivered to: City of San Diego, Water Quality Laboratory, Attn: Michael Younan, 5530 Kiowa Drive, La Mesa, CA 91942-1331. Product samples must be submitted to the Water Quality Laboratory between the hours of 8:00 a.m. and 3:00 p.m. Pacific Time. Product samples must be received on or before 12:00 p.m. on August 8, 2024. If the Proposer fails to submit a Product sample by the due date and time, the proposal response will be rejected, and the Proposer deemed as non-responsive to the RFP. Product sample shall include, at a minimum, name of Proposer; name of Product or unique Product identifier; date of delivery; Safety Data Sheet (SDS); and approximate solution percent strength (w/w). Please contact Michael Younan, Associate Chemist at (619) 668-3260, [myounan@sandiego.gov](mailto:myounan@sandiego.gov) if you wish to schedule hand delivery of Product sample. Proposer's

participation in the Product sample process shall be at no cost to the City.

The successful Proposer shall warrant that the Product to be furnished is substantially equivalent to the contents and purities specified herein and that the Product to be furnished under contract is substantially equal to the Product sample submitted for testing. Product sample must be produced by the plant from which the Product will be furnished. Product samples prepared in a laboratory are not acceptable. The City reserves the right to request additional samples, at no cost to the City, for additional evaluation purposes.

#### **G. PRODUCT EVALUATION**

The City shall conduct Product evaluation in two stages. In the first stage, all Product sample submissions will be evaluated against a defined performance criterion—total organic carbon reduction—using a benchtop jar tester. Three separate jar test evaluations shall be conducted on each Product; each tailored to simulate the operating conditions of three separate plants operated by the City. A *preliminary* award specific to each filtration plant will be granted to the Proposer whose Product is offered at the lowest Relative Performance Price (as determined by a jar test), (the “Apparent Successful Proposer”) assuming all other necessary requirements associated with this proposal specification have been satisfied.

In the second stage, the City shall conduct a full-scale evaluation of each Product(s) with the lowest Relative Performance Price for each water filtration plant. If the Product performance satisfies a defined set of criteria specific to the associated full-scale plant, a contract shall be awarded to the Proposer offering the Product at its lowest Relative Performance Price *for that plant*. If the Apparent Successful Proposer’s Product does not satisfy the associated full-scale performance criteria, the Apparent Successful Proposer will not be awarded a contract. The full-scale performance evaluation shall be repeated using the Product with the second lowest Relative Performance Price. This process shall be repeated as necessary using each Product in succession, according to Relative Performance Price, until the full-scale plant performance criteria has been met to the City’s satisfaction.

##### Stage I: Preliminary Jar Testing

- The City shall conduct a preliminary evaluation of Proposer’s Product(s) using a Phipps and Bird jar tester programmed with the following generic method:

[jar testing table on following page]

### STANDARD JAR TEST PROGRAM

Sequence	M1	M2	M3	M4
RPM	100	30	10	0
min:sec	1:00	15:00	15:00 0	15:00
Descripti on	Rapid Mix	Fast Flocculation	Slow Flocculation	Settling
Action	<ul style="list-style-type: none"> <li>• Introduce Ferric</li> <li>• Introduce Polymer</li> </ul>			Decant & filter through 0.45 µm filter. Analyze for TOC.

- Equal concentrations of each Proposer's Product shall be performance tested in combination with equal concentrations of ferric chloride that are dosed in equivalent untreated surface water randomly collected from each City filtration plant.
- Total organic carbon (TOC) determinations shall follow Standard Methods 5310B.
- Jar testing shall follow procedures outlined in Enhanced Coagulation and Enhanced Precipitative Softening Guidance Manual, EPA 815-R-99-012, May 1999.
- Total Solids determinations shall follow AWWA B451-10.
- Proposer may request up to 5 gallons of each plant influent prior to, but no later than seven (7) days after, the proposal opening date. Requests will only be fulfilled on a will-call basis at each plant using Proposer's container and must be coordinated through each plant's Senior Water Operations Supervisor.
- Although the City cannot guarantee the physical and/or chemical properties of randomly collected surface water, the following historical ranges can be presumed reliable for predicting future water quality and polyDADMAC treatability:

[water quality table on following page]

<b>Historical Water Quality Ranges</b> <b>Untreated Influent</b> January 2021 through December 2022			
	Miramar FP	Alvarado FP	Otay FP
<b>Turbidity</b> (NTU)	<1.5	<2.2	<1.5
<b>TOC</b> (mg/L)	2.3 – 3.4	2.4 – 4.1	2.5 – 7.2
<b>Alkalinity</b> (mg/L as CaCO <sub>3</sub> )	108 – 133	86 – 135	106 – 159
<b>Hardness</b> (mg/L as CaCO <sub>3</sub> )	220 – 280	220 – 280	220 – 280
<b>Conductivity</b> (µS/cm)	750 – 1000	740 – 990	730 – 1030

<b>Historical Water Quality Ranges</b> <b>Untreated Influent</b> January 2021 through December 2022			
	Miramar FP	Alvarado FP	Otay FP
<b>TDS</b> (mg/L)	470 – 630	460 – 630	480 – 630
<b>pH</b>	7.6 – 8.5	7.5 – 8.4	7.3 – 8.6
<b>Temperature</b> (°C)	9 – 33	14 – 30	8 – 30

### Example of Stage I Evaluation

Proposer #1 submits one (1) unique formulation of liquid polyDADMAC and Proposer #2 submits two (2) unique formulations of liquid polyDADMAC. The polymer materials are evaluated in a jar test simulating real-world treatment dosages of 4.0 mg/L ferric chloride combined with 0.30 mg/L polyDADMAC (approximately 1.5 mg/L as liquid 20% polyDADMAC).

1. The % Total Solids of each Product is measured and used to calculate the spike volume for a 2-liter jar test:

Proposer	Product ID	Product Concentration (mg <sub>TS</sub> / mg <sub>Product</sub> )	Spiking Mass, -Undiluted- (mg)	Concentration, polyDADMAC (mg/L)
#1	1A	0.213	2.8	0.30
#2	2A	0.396	1.5	0.30
#2	2B	0.190	3.2	0.30

2. A jar test is performed on each Product using randomly collected plant influent spiked with equivalent dosages of ferric chloride and polymer (4.0 mg/L: 0.30 mg/L).
3. The settled water from each jar is decanted and individually filtered through a 0.45 µm filter and analyzed for TOC. The concentration of organic carbon from each filtered sample is subtracted from the organic carbon concentration of the untreated water to determine the organic carbon reduction concentration.
4. The lowest Relative Performance Price is calculated, and the preliminary award is granted:

Proposer	Product ID	Product Price (\$/unit mass)	TOC, initial (mg/L)	TOC, final (mg/L)	TOC, reduction (mg/L)	Relative Performance Price (\$/TOC, reduction)
#1	1A	1.25	3.98	3.45	0.53	2.36
#2	2A	1.60	3.98	3.51	0.47	3.40
#2	2B	1.35	3.98	3.40	0.58	<b>2.33</b>



In this example, Product 2B from the second Proposer would be granted a preliminary award for the plant represented by the surface water character and chemical dosages used in the jar test. Final contract award is contingent upon satisfying a full-scale evaluation (Stage II) with an acceptable assessment.

#### Stage II: Full-scale Plant Evaluation

In preparation for full-scale plant evaluation, Proposer selected for preliminary award shall deliver **2,500** neat pounds of Product to the respective plant(s) within one (1) week of request by the City. Product shall be provided by Proposer and the City will remit payment in accordance with the pricing provided in the Proposer's test Pricing Schedule in Section I.2 - "**FULL POLYMER/PolyDADMAC TESTING FOR WATER TREATMENT PLANTS**". Plant Operations staff will be responsible for full-scale plant testing and shall reserve the sole right of assessment.

City's Plant Operators shall conclude their full-scale evaluation and report their assessment, either acceptable or not acceptable, to the City's Technical Representative within one (1) week of Product delivery. The Plant Operator's assessment shall be based on a comprehensive review of Product's effect on plant metrics and processes that includes, but is not necessarily limited to:

- Pumping and mixing characteristics related to Product viscosity and specific gravity;
- Flocculation;
- Settling velocity and settled water turbidity;
- Filter head loss; and
- Effluent turbidity.

#### **H. TECHNICAL REPRESENTATIVE**

The Technical Representative for this contract is identified in the Notice of Award and is responsible for overseeing and monitoring this contract.

## I. PRICING SCHEDULE

The City estimates that it will purchase 900,000 neat pounds annually. The estimated annual amount by facility is indicated below and the quantities shown are estimates only. The City reserves the right to purchase more or less as need dictates. Successful Proposer agrees to waive any differences, whether more or less, between estimated quantities and quantities actually ordered. The City shall not be obligated to purchase supplier's excess inventory of any item if actual purchases vary from estimates.

The Polymer/PolyDADMAC to be purchased under this contract is for water treatment and is therefore not subject to California State Sales Tax. City Resale Number is SRFR-25027328.

Proposer shall provide the following information with the Pricing Schedule as part of the proposal submittal:  
Polydyne Inc., 4690 Worth Street, Los Angeles, CA 90063 (Manufacturing location)

Name and Address of Manufacturer: Polydyne Inc., 1 Chemical Plant Road, Riceboro, GA 31323 (Manufacturer headquarters)

State percent (%) in solution of product proposal: 20 %

Proposer agrees to supply Polymer/PolyDADMAC in 4,500 - 5,000 gallon lots. Proposer must maintain a supply of PolyDADMAC at storage or warehouse locations within United States within eighteen (18) hours' drive of delivery points.

### **SECTION 1 – POLYMER/PolyDADMAC FOR WATER TREATMENT PLANTS**

Item No.	Est. Annual Qty.	UOM	Description	Unit Price	Extension (Est. Annual Qty. X Unit Price)
1.	400,000	Neat Pounds	PolyDADMAC <u>FOB Destination</u> : Alvarado Water Filtration Plant Product No: <u>CLARIFLOC C-358, C-338, and C-308P</u>	\$ <u>0.55/Lb.</u>	\$ <u>220,000.00</u>

Item No.	Est. Annual Qty.	UOM	Description	Unit Price	Extension (Est. Annual Qty. X Unit Price)
2.	200,000	Neat Pounds	PolyDADMAC <u>FOB Destination:</u> Otay Water Filtration Plant Product No: <u>CLARIFLOC C-358, C-338, and C-308P</u>	\$ <u>0.55/Lb.</u>	\$ <u>110,000.00</u>
3.	300,000	Neat Pounds	PolyDADMAC <u>FOB Destination:</u> Miramar Water Filtration Plant Product No: <u>CLARIFLOC C-358, C-338, and C-308P</u>	\$ <u>0.55/Lb.</u>	\$ <u>165,000.00</u>
<b>Subtotal for Section 1:</b>					\$495,000.00

**SECTION 2 – FULL POLYMER/PolyDADMAC TESTING FOR WATER TREATMENT PLANTS**

The Proposer selected for preliminary award shall deliver **2,500** neat pounds of Product to the respective plant(s) within one (1) week of request by the City. Product shall be provided at City's expense, per prices proposed herein. Plant Operations staff will be responsible for full-scale plant testing, shall reserve the sole right of assessment, and report their assessment to the City's Technical Representative within one (1) week of Product delivery. Please see section G. PRODUCT EVALUATION, subsection "Stage II: Full-scale Plant Evaluation" for the full details.

Item No.	Est. Annual Qty.	UOM	Description	Unit Price	Extension (Est. Annual Qty. X Unit Price)
1.	2,500	Neat Pounds	Cationic Polymer <u>FOB Destination:</u> Alvarado Water Filtration Plant Product No: <u>CLARIFLOC C-358, C-338, or C-308P</u>	\$ <u>0.55/Lb.</u>	\$ <u>1,375.00</u>
2.	2,500	Neat Pounds	Cationic Polymer <u>FOB Destination:</u> Otay Water Filtration Plant Product No: <u>CLARIFLOC C-358, C-338, or C-308P</u>	\$ <u>0.55/Lb.</u>	\$ <u>1,375.00</u>
3.	2,500	Neat Pounds	Cationic Polymer <u>FOB Destination:</u> Miramar Water Filtration Plant Product No: <u>CLARIFLOC C-358, C-338, or C-308P</u>	\$ <u>0.55/Lb.</u>	\$ <u>1,375.00</u>
Subtotal for Section 2:					\$4,125.00

<b>Estimated Annual Proposal Total for Sections 1 and 2</b>	\$ 499,125.00
<b>Estimated Total Contract Value (Est. Annual Proposal Total x 5-year Contract Term)</b>	\$ 2,495,625.00

**EXHIBIT C**



**THE CITY OF SAN DIEGO**  
**GENERAL CONTRACT TERMS AND PROVISIONS**  
**APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS**

## **ARTICLE I**

### **SCOPE AND TERM OF CONTRACT**

**1.1 Scope of Contract.** The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

**1.2 Effective Date.** A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

**1.3 Contract Extension.** The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

## **ARTICLE II**

### **CONTRACT ADMINISTRATOR**

**2.1 Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**2.1.1 Contractor Performance Evaluations.** The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

**2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent  
City of San Diego, Purchasing and Contracting Division  
1200 3<sup>rd</sup> Avenue, Suite 200  
San Diego, CA 92101-4195

### **ARTICLE III COMPENSATION**

**3.1 Manner of Payment.** Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

**3.2 Invoices.**

**3.2.1 Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

**3.2.2 Service Contracts.** Contractor must submit invoices for services to City by the 10<sup>th</sup> of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

**3.2.3 Goods Contracts.** Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

**3.2.4 Parts Contracts.** Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

**3.2.5 Extraordinary Work.** City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

**3.2.6 Reporting Requirements.** Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

**3.2.6.1 Monthly Employment Utilization Reports.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5<sup>th</sup>) day of the subsequent month.



**3.2.6.2 Monthly Invoicing and Payments.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

**3.4 Price Adjustments.** Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

## **ARTICLE IV SUSPENSION AND TERMINATION**

**4.1 City's Right to Suspend for Convenience.** City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

**4.2 City's Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

**4.3 City's Right to Terminate for Default.** Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

**4.3.1** If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

**4.3.2** If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

**4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

**4.5 Contractor's Right to Payment Following Contract Termination.**

**4.5.1 Termination for Convenience.** If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

**4.5.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

**4.6 Remedies Cumulative.** City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

**5.1 Inspection and Acceptance.** The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

**5.2 Responsibility for Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

**5.3 Responsibility for Damages.** Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

**5.4 Delivery.** Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

**5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

**5.5.1** If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

**5.6 Restrictions and Regulations Requiring Contract Modification.** Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

**5.7 Warranties.** All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

**5.8 Industry Standards.** Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

**5.9 Records Retention and Examination.** Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

**5.9.1** Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

**5.10 Quality Assurance Meetings.** Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

**5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

**5.12 Safety Data Sheets.** If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

**5.13 Project Personnel.** Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

**5.13.1 Criminal Background Certification.** Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

**5.13.2 Photo Identification Badge.** Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

**5.14 Standards of Conduct.** Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

**5.14.1 Supervision.** Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

**5.14.2 City Premises.** Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

**5.14.3 Removal of Employees.** City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

**5.15 Licenses and Permits.** Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

**5.16 Contractor and Subcontractor Registration Requirements.** Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

**6.1 Rights in Data.** If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

**6.2 Intellectual Property Rights Assignment.** For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

**6.3 Contractor Works.** Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

**6.4 Subcontracting.** In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

**6.5 Intellectual Property Warranty and Indemnification.** Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

**6.6 Software Licensing.** Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

**6.7 Publication.** Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

**6.8 Royalties, Licenses, and Patents.** Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

**7.1 Indemnification.** To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

**7.2 Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or



in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

**7.2.1 Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**7.2.2 Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**7.2.3 Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**7.2.4 Professional Liability (Errors and Omissions).** For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**7.2.5 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**7.2.5.1 Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**7.2.5.2 Primary Coverage.** For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**7.2.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

**7.2.5.4 Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**7.2.5.5 Claims Made Policies (applicable only to professional liability).** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**7.3 Self Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**7.4 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7.5 Verification of Coverage.** Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**7.6 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**7.7 Additional Insurance.** Contractor may obtain additional insurance not required by this Contract.

**7.8 Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**7.9 Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

## **ARTICLE VIII BONDS**

**8.1 Payment and Performance Bond.** Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

**8.1.1 Bond Amount.** The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

**8.1.2 Bond Term.** The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

**8.1.3 Bond Surety.** The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

**8.1.4 Non-Renewal or Cancellation.** The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

**8.2 Alternate Security.** City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

## **ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS**

**9.1 Contractor Certification of Compliance.** By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

**9.1.1 Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

**9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

### **9.1.3 Non-Discrimination Requirements.**

**9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP).** Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

**9.1.3.2 Non-Discrimination Ordinance.** Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

**9.1.3.3 Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

**9.1.5 Contractor Standards.** Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.6 Noise Abatement.** Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

**9.1.7 Storm Water Pollution Prevention Program.** Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

**9.1.8 Service Worker Retention Ordinance.** If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

**9.1.9 Product Endorsement.** Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

**9.1.10 Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

**9.1.11 Equal Pay Ordinance.** Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

**9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

## **ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

**10.1 Conflict of Interest Laws.** Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

**10.2 Contractor's Responsibility for Employees and Agents.** Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

**10.3 Contractor's Financial or Organizational Interests.** In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**10.4 Certification of Non-Collusion.** Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

**10.5 Hiring City Employees.** This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

## **ARTICLE XI DISPUTE RESOLUTION**

**11.1 Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

**11.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

**11.3 Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**11.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**11.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

## **ARTICLE XII MANDATORY ASSISTANCE**

**12.1 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**12.2 Compensation for Mandatory Assistance.** City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

**12.3 Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

### **ARTICLE XIII MISCELLANEOUS**

**13.1 Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.

**13.2 Non-Assignment.** Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**13.3 Independent Contractors.** Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

**13.5 Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

**13.6 Compliance with Controlling Law.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract



termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

**13.7 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**13.8 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

**13.9 Successors in Interest.** This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**13.10 No Waiver.** No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**13.11 Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

**13.12 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

**13.13 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.14 Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

**13.15 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.16 Confidentiality of Services.** All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

**13.17 Insolvency.** If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

**13.18 No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

**13.19 Actions of City in its Governmental Capacity.** Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

**This form contains 10 pages, additional information may be submitted as part of *Attachment A*.**

**A. BID/PROPOSAL/SOLICITATION TITLE:**

Cationic Polymer for Water Filtration Plants; Solicitation #: 10090168-25-H

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**B. BIDDER/PROPOSER INFORMATION:**

Polydyne Inc.

Legal Name		DBA	
1 Chemical Plant Road	Riceboro	GA	31323
Street Address	City	State	Zip
Boyd Stanley, Sr. Vice-President    Phone Option 2	(800) 848-7659	(912) 880-2078	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Olawale "Wale" Igbekoyi	Technical Sales Representative
Name	Title/Position
Anaheim, CA	Polydyne Inc.
City and State of Residence	Employer (if different than Bidder/Proposer)
Technical Sales Representative for Polydyne Inc. directly responsible for the City of San Diego	
Interest in the transaction	

Rawlin Castro	Regional Sales Manager
Name	Title/Position
San Francisco, CA	Polydyne Inc.
City and State of Residence	Employer (if different than Bidder/Proposer)
Regional Sales Manager for Polydyne Inc. responsible for the oversight of the western region sales and service activity.	
Interest in the transaction	

Boyd Stanley	Sr. Vice-President
Name	Title/Position
Riceboro, GA	Polydyne Inc.
City and State of Residence	Employer (if different than Bidder/Proposer)
Sr. Vice-President responsible for all sales and service activities of Polydyne Inc.	
Interest in the transaction	

John Pittman	President
Name	Title/Position
Riceboro, Ga	SNF Holding Company, parent company of Polydyne Inc.
City and State of Residence	Employer (if different than Bidder/Proposer)
President of Polydyne Inc.	
Interest in the transaction	

Mark Schlag	Vice-President, Assistant-Secretary, Treasurer
Name	Title/Position
Riceboro, Ga	SNF Holding Company, parent company of Polydyne Inc.
City and State of Residence	Employer (if different than Bidder/Proposer)
Vice-President, Assistant-Secretary, and Treasurer for Polydyne Inc.	
Interest in the transaction	

Christopher Gannon	General Counsel, Secretary
Name	Title/Position
Riceboro, GA	SNF Holding Company, parent company of Polydyne Inc.
City and State of Residence	Employer (if different than Bidder/Proposer)
General Counsel and Secretary for Polydyne inc.	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?  
☐ Yes ☒ No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?  
☐ Yes ☒ No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
☐ Yes ☒ No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

☒ **Corporation** Date incorporated: 08/21/1995 State of incorporation: Delaware

List corporation's current officers:

President:	<u>John Pittman</u>
Vice Pres:	<u>Boyd Stanley, Mark Schlag</u>
Secretary:	<u>Christopher Gannon</u>
Treasurer:	<u>Mark Schlag</u>

Type of corporation: C ☒ Subchapter S ☐

Is the corporation authorized to do business in California: ☒ Yes ☐ No

If **Yes**, after what date: 06/13/2000

Is your firm a publicly traded corporation? ☐ Yes ☒ No

If **Yes**, how and where is the stock traded? \_\_\_\_\_

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

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Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? ☐ Yes ☒ No

If **Yes**, please use Attachment A to disclose.

Please list the following: Authorized Issued Outstanding

a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

**Limited Liability Company** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List the name, title and address of members who own ten percent (10%) or more of the company:

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☐ **Partnership** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

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☐ **Sole Proprietorship** Date started: \_\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

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☐ **Joint Venture** Date formed: \_\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

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**Note:** To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

☐ **Yes**      ☒ **No**

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

☐ **Yes**      ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ **Yes**      ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ **Yes**      ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

☐ **Yes**      ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

☐ **Yes**      ☒ **No**

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Bank of America

Point of Contact: Katherine B. Lockwood

Address: 22 Bull Street, Savannah, GA 31401

Phone Number: (980) 386-1336

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2006009880 Year Issued: 2024

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

☐ Yes ☒ No

If **Yes**, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

☐ Yes ☒ No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of San Luis Obispo



Contact Name and Phone Number: Jason Meeks; (805) 781-7566

Contact Email: jmeeks@slocity.org

Address: 879 Morro Street, San Luis Obispo, CA 93401

Contract Date: July 1, 2024

Contract Amount: \$ 158,205.00

Requirements of Contract: Supply and delivery of polyDADMAC polymer

Company Name: City of Corona

Contact Name and Phone Number: Justin Amon; (951) 736-2481

Contact Email: justin.amon@coronaca.gov

Address: 2970 Rimpau Avenue, Corona, CA 92881

Contract Date: July 1, 2021

Contract Amount: \$ 125,000.00

Requirements of Contract: Supply and delivery of polyDADMAC polymer

Company Name: City of Escondido

Contact Name and Phone Number: Clay Clifford; (760) 839-5466

Contact Email: clay.clifford@escondido.gov

Address: 3440 East Valley Parkway, Escondido, CA 92027

Contract Date: July 1, 2022

Contract Amount: \$ 325,826.00

Requirements of Contract: Supply and delivery of polyDADMAC polymer

#### G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

☐ Yes

☒ No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

☐ Yes

☒ No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

☐ **Yes**      ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

☐ **Yes**      ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

☐ **Yes**      ☒ **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

☐ **Yes**      ☒ **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

**I. BUSINESS REPRESENTATION:**

1. Are you a local business with a physical address within the County of San Diego?

☐ **Yes**      ☒ **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

☐ **Yes**      ☒ **No**

Certification # \_\_\_\_\_

3. Are you certified as any of the following:

a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_

b. Woman or Minority Owned Business Enterprise Certification # \_\_\_\_\_

c. Disadvantaged Business Enterprise Certification # \_\_\_\_\_

**J. WAGE COMPLIANCE:**

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? ☐ **Yes**      ☒ **No**      If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

#### K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Not Applicable

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$\_\_\_\_\_ (per year) \$\_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$\_\_\_\_\_ (per year) \$\_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): ☐DBE ☐DVBE ☐ELBE ☐MBE ☐SLBE ☐WBE ☐Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

#### L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

**M. TYPE OF SUBMISSION:** This document is submitted as:

- ☒ Initial submission of *Contractor Standards Pledge of Compliance*
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- ☐ Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- ☐ Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_\_.

**Complete all questions and sign below.**

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.**

Boyd Stanley, Sr. Vice-President

\_\_\_\_\_  
Name and Title

  
\_\_\_\_\_  
Signature

8/5/2024

\_\_\_\_\_  
Date

City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.  
Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Boyd Stanley, Sr. Vice-President

Print Name, Title



Signature

8/5/2024

Date

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### GOODS AND SERVICES CONTRACTOR REQUIREMENTS

#### I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

*Contractors must submit the required EOCP documentation indicated below with their bids. Contractors who fail to provide the required EOCP documentation are considered non-responsive.*

#### II. Definitions.

**Commercially Useful Function:** a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether a SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, a SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

**Disadvantaged Business Enterprise (DBE):** a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

**Disabled Veteran: Disabled Veteran Business Enterprise (DVBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

**Emerging Business Enterprise (EBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

**Emerging Local Business Enterprise (ELBE):** a Local Business Enterprise that is also an Emerging Business Enterprise.

**Local Business Enterprise (LBE):** a business that has both a principle place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

**Minority Business Enterprise (MBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

**Other Business Enterprise (OBE):** any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

**Principle Place of Business:** a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of its gross annual receipts.

**Significant Employee Presence:** no less than twenty-five percent (25%) of a business's total number of employees.

**Small Business Enterprise (SBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

**Small Local Business Enterprise (SLBE):** a Local Business Enterprise that is also a Small Business Enterprise.



**Women Business Enterprise (WBE):** a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

### **III. Disclosure of Discrimination Complaints.**

As part of its bid, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

### **IV. Workforce Report and Equal Opportunity Outreach Plan.**

- A. Work Force Report. Contractors shall submit with their bid a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

### **V. Small and Local Business Program Requirements.**

The City has adopted a Small and Local Business Preference Program for goods and services contracts. The SLBE requirements are set forth in San Diego Municipal Code Division 36. For goods, services, and consultant contracts in which the Purchasing Agent is required to advertise for sealed bids in the City's official newspaper:

- A. The City shall apply a bid discount in the way of:
  - a. Five percent (5%) discount off the bid price for SLBE or ELBE prime contractors; or
  - b. Five percent (5%) discount off the bid price for prime contractors achieving the voluntary goal of twenty percent (20%) for SLBE or ELBE subcontractor participation set forth in Subsection B below.

The discount will not apply if an award to the discounted bidder would result in a total contract cost of \$50,000 in excess of the low, non-discounted bid. In the event of a tie between a discounted bidder and non-

discounted bidder, the discounted bidder will be awarded the contract. The discount shall be taken off the total contract value, including contract option years.

- B. Include a voluntary subcontractor participation requirement of 20% of the total bid price for SLBE or ELBEs.

#### **VI. Maintaining Participation Levels.**

- A. Bid discounts are based on the bidder's level of participation proposed prior to the award of the goods, services, or consultant contract. Bidders are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the bidder shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount was awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Bidder shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Bidder's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under San Diego Municipal Code Division 36 are cumulative to all other rights and remedies available to the City.

#### **VII. Certifications.**

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the ITB. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

**VIII. List of Attachments.**

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

## AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

### CHECK ONE BOX ONLY.

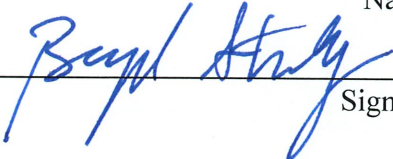
- ☒ The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- ☐ The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Polydyne Inc.

Certified By Boyd Stanley Title Sr. Vice-President

Name



Signature

Date 8/5/2024

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED**

**CONTRACTOR IDENTIFICATION**

Type of Contractor: ☐ Construction ☒ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor  
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Polydyne Inc.

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 1 Chemical Plant Road

City: Riceboro County: Liberty State: GA Zip: 31323

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

Name of Company CEO: John Pittman, President

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: None

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: Corporation Type of License: Business Tax (copy attached)

The Company has appointed: Fred Tucker, Human Resource Director

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 1 Chemical Plant Road, Riceboro, GA 31323

Telephone Number: (912) 884-3366 Fax Number: (912) 880-2078 Email: bids@polydyneinc.com

☐ One San Diego County (or Most Local County) Work Force - Mandatory

☐ Branch Work Force \*

☒ Managing Office Work Force

Check the box above that applies to this WFR.

\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Polydyne Inc.

(Firm Name)

Liberty, Georgia hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 5th day of August, 2024

(Authorized Signature)

Boyd Stanley, Sr. Vice-President

(Print Authorized Signature Name)



**WORK FORCE REPORT – Page 2**NAME OF FIRM: Polydyne Inc.DATE: 08/05/2024OFFICE(S) or BRANCH(ES): Riceboro, GACOUNTY: Liberty

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

(1) Black or African-American

(2) Hispanic or Latino

(3) Asian

(4) American Indian or Alaska Native

(5) Native Hawaiian or Pacific Islander

(6) White

(7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	79	22	12	1	14	7	1	0	1	1	258	46	4	0
Professional	2	3	0	1	0	0	0	0	0	0	7	2	0	0
A&E, Science, Computer	22	15	8	4	9	4	1	1	0	0	112	34	2	1
Technical	17	26	2	3	5	3	0	1	0	0	40	16	0	3
Sales	2	1	5	1	2	1	0	0	0	0	97	7	1	0
Administrative Support	12	40	5	6	0	0	0	0	0	0	16	45	2	1
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	0	0	0	0	0	0	0	0	0	0	6	0	0	0
Operative Workers	506	81	70	5	10	1	1	0	11	2	300	11	13	1
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	152	21	7	0	2	0	0	0	0	0	48	4	5	1

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column	792	209	109	21	42	16	3	2	12	3	884	165	27	7
--------------------	-----	-----	-----	----	----	----	---	---	----	---	-----	-----	----	---

Grand Total All Employees

2,292.00

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	46	16	8	4	4	2	0	0	2	0	42	20	3	3
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**NAME OF FIRM: Polydyne Inc.DATE: 8/5/2024OFFICE(S) or BRANCH(ES): Riceboro, GACOUNTY: Liberty

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

(1) Black or African-American

(2) Hispanic or Latino

(3) Asian

(4) American Indian or Alaska Native

(5) Native Hawaiian or Pacific Islander

(6) White

(7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Grand Total All Employees**

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

## Work Force Report

### HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

### WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report<sup>1</sup>. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county<sup>2</sup>. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

### MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report<sup>1, 3</sup>. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

### TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

### RACE/ETHNICITY CATEGORIES

**American Indian or Alaska Native** – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

**Asian** – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American** – A person having origins in any of the Black racial groups of Africa.

**Native Hawaiian or Pacific Islander** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White** – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

**Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.



---

## Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

### Management & Financial

Advertising, Marketing, Promotions, Public  
Relations, and Sales Managers  
Business Operations Specialists  
Financial Specialists  
Operations Specialties Managers  
Other Management Occupations  
Top Executives

### Professional

Art and Design Workers  
Counselors, Social Workers, and Other Community  
and Social Service Specialists  
Entertainers and Performers, Sports and Related  
Workers  
Health Diagnosing and Treating Practitioners  
Lawyers, Judges, and Related Workers  
Librarians, Curators, and Archivists  
Life Scientists  
Media and Communication Workers  
Other Teachers and Instructors  
Postsecondary Teachers  
Primary, Secondary, and Special Education School  
Teachers  
Religious Workers  
Social Scientists and Related Workers

### Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers  
Computer Specialists  
Engineers  
Mathematical Science Occupations  
Physical Scientists

### Technical

Drafters, Engineering, and Mapping Technicians  
Health Technologists and Technicians  
Life, Physical, and Social Science Technicians  
Media and Communication Equipment Workers

### Sales

Other Sales and Related Workers  
Retail Sales Workers  
Sales Representatives, Services  
Sales Representatives, Wholesale and  
Manufacturing  
Supervisors, Sales Workers

### Administrative Support

Financial Clerks  
Information and Record Clerks  
Legal Support Workers

Material Recording, Scheduling, Dispatching,  
and Distributing Workers  
Other Education, Training, and Library  
Occupations  
Other Office and Administrative Support  
Workers  
Secretaries and Administrative Assistants  
Supervisors, Office and Administrative Support  
Workers

### Services

Building Cleaning and Pest Control Workers  
Cooks and Food Preparation Workers  
Entertainment Attendants and Related  
Workers  
Fire Fighting and Prevention Workers  
First-Line Supervisors/Managers, Protective  
Service Workers  
Food and Beverage Serving Workers  
Funeral Service Workers  
Law Enforcement Workers  
Nursing, Psychiatric, and Home Health Aides  
Occupational and Physical Therapist Assistants  
and Aides  
Other Food Preparation and Serving Related  
Workers  
Other Healthcare Support Occupations  
Other Personal Care and Service Workers  
Other Protective Service Workers  
Personal Appearance Workers  
Supervisors, Food Preparation and Serving  
Workers  
Supervisors, Personal Care and Service  
Workers  
Transportation, Tourism, and Lodging  
Attendants

### Crafts

Construction Trades Workers  
Electrical and Electronic Equipment  
Mechanics, Installers, and Repairers  
Extraction Workers  
Material Moving Workers  
Other Construction and Related Workers  
Other Installation, Maintenance, and Repair  
Occupations  
Plant and System Operators  
Supervisors of Installation, Maintenance, and  
Repair Workers  
Supervisors, Construction and Extraction  
Workers  
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers  
Woodworkers

**Operative Workers**

Assemblers and Fabricators  
Communications Equipment Operators  
Food Processing Workers  
Metal Workers and Plastic Workers  
Motor Vehicle Operators  
Other Production Occupations  
Printing Workers  
Supervisors, Production Workers  
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers  
Other Transportation Workers  
Rail Transportation Workers  
Supervisors, Transportation and Material  
Moving Workers  
Water Transportation Workers

**Laborers**

Agricultural Workers  
Animal Care and Service Workers  
Fishing and Hunting Workers  
Forest, Conservation, and Logging Workers  
Grounds Maintenance Workers  
Helpers, Construction Trades  
Supervisors, Building and Grounds Cleaning  
and Maintenance Workers  
Supervisors, Farming, Fishing, and Forestry  
Workers

**Exhibit B: Work Force Report Job Categories-Trade**

**Brick, Block or Stone Masons**  
Brickmasons and Blockmasons  
Stonemasons

**Carpenters**

**Carpet, floor and Tile Installers and Finishers**  
Carpet Installers  
Floor Layers, except Carpet, Wood and Hard  
Tiles  
Floor Sanders and Finishers  
Tile and Marble Setters

**Cement Masons, Concrete Finishers**  
Cement Masons and Concrete Finishers  
Terrazzo Workers and Finishers

**Construction Laborers**

**Drywall Installers, Ceiling Tile Inst**  
Drywall and Ceiling Tile Installers  
Tapers

**Electricians**

**Elevator Installers and Repairers**

**First-Line Supervisors/Managers**  
First-line Supervisors/Managers of  
Construction Trades and Extraction Workers

**Glaziers**

**Helpers, Construction Trade**  
Brickmasons, Blockmasons, and Tile and  
Marble Setters  
Carpenters  
Electricians  
Painters, Paperhangers, Plasterers and Stucco  
Pipelayers, Plumbers, Pipefitters and  
Steamfitters  
Roofers  
All other Construction Trades

**Millwrights**

Heating, Air Conditioning and Refrigeration  
Mechanics and Installers  
Mechanical Door Repairers  
Control and Valve Installers and Repairers  
Other Installation, Maintenance and Repair  
Occupations

**Misc. Const. Equipment Operators**

Paving, Surfacing and Tamping Equipment  
Operators  
Pile-Driver Operators  
Operating Engineers and Other Construction  
Equipment Operators

**Painters, Const. Maintenance**

Painters, Construction and Maintenance  
Paperhangers

**Pipelayers and Plumbers**

Pipelayers  
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons****Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers  
Welding, Soldering and Brazing Machine  
Setter, Operators and Tenders

**Workers, Extractive Crafts, Miners**

## PlanetBids Upload Instructions

Bidders/Proposers must submit an electronic signed (e.g., Adobe Sign, DocuSign, or scanned) bid/proposal through the PlanetBids portal by the **Closing Date**. The City may require Bidders/ Proposers to submit original hard copies prior to execution of the contract if the PlanetBids electronic submission does not include an authorized electronic signature page (e.g., Adobe Sign, DocuSign).

**\*\*\*Please note that each document uploaded cannot exceed 150MB – regardless of which type of file (Response File or General Attachments).**

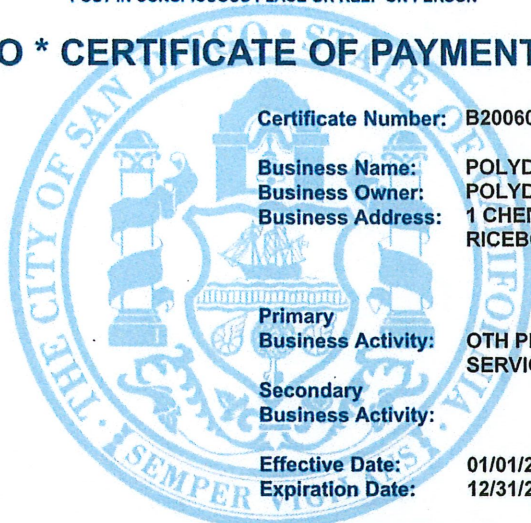
See below for additional instructions:

1. **File Requirements:**  
Proposers will be required to provide one or more types of files depending on the solicitation:
  - a. **RESPONSE FILE:** Proposers will only be able to upload one (1) document in the "*Response File*" section of PlanetBids. This may be the complete proposal submission or the Executive Summary, or other document depending on the solicitation type.
  - b. **GENERAL ATTACHMENTS:** Each required file may have its own sub-label, ie. Proposal – Part 1, Proposal – Part 2, etc. These will be provided for solicitations that require multipart responses or if additional file space is needed.
2. **REQUIRED DOCUMENTS.** Proposers are responsible for ensuring that all required information and documentation are provided. Proposers are responsible for satisfying all proposal submission requirements.
3. **IMPORTANT:** Do not wait until the last minute to submit bids. Due to the high volume of electronic submissions, the internet has experienced periodic slowdown and connection issues. **The City and PlanetBids are not responsible for connection issues.**

POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

## CITY OF SAN DIEGO \* CERTIFICATE OF PAYMENT OF BUSINESS TAX

POLYDYNE INC  
PO BOX 279  
RICEBORO GA 31323-0279



Certificate Number: B2006009880

Business Name: POLYDYNE INC  
Business Owner: POLYDYNE INC  
Business Address: 1 CHEMICAL PLANT RD  
RICEBORO GA 31323-0279

Primary Business Activity: OTH PROFESSIONAL/SCIENTIFIC/TECHNICAL SERVICE

Secondary Business Activity:

Effective Date: 01/01/2024  
Expiration Date: 12/31/2024

PLEASE NOTIFY THE CITY TREASURER'S OFFICE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

BUSINESS FILE COPY

CITY OF SAN DIEGO  
CERTIFICATE OF PAYMENT OF BUSINESS TAX  
PO BOX 122289, SAN DIEGO, CA 92112-2289  
1200 3RD AVENUE, MS 51T, SAN DIEGO, CA 92101  
(619) 615-1500; FAX (619) 533-3272  
[www.sandiego.gov/treasurer](http://www.sandiego.gov/treasurer)

Certificate Number: B2006009880 PIN: BHSWL

Business Name: POLYDYNE INC  
Business Owner: POLYDYNE INC  
Business Address: 1 CHEMICAL PLANT RD  
RICEBORO GA 31323-0279

Primary Business Activity: OTH PROFESSIONAL/SCIENTIFIC/TECHNICAL SERVICE

Secondary Business Activity:

Effective Date: 01/01/2024  
Expiration Date: 12/31/2024

Mailing Address: POLYDYNE INC  
PO BOX 279  
RICEBORO GA 31323-0279



POLYDYNE INC  
PO BOX 279  
RICEBORO, GA 31323-0279



This certificate acknowledges payment of business taxes pursuant to the San Diego Municipal Code. This **is not** a License to do business within the City of San Diego in violation of any section of the Municipal Code or regulation adopted by the City Council including, but not limited to: Zoning restrictions; Land Use specifications as defined in Planned Districts, Redevelopment areas, Historical Districts, or Revitalization areas; Business Tax Regulations; Police Department Regulations; and Fire, Health or Sanitation Permits and Regulations.

This document is issued without verification that the payer is subject to or exempt from licensing by the State of California.

Payment of the required tax at the time or times due is for the term and purpose stated and is pursuant to City Ordinance. Please refer to delinquency information under "Notice".

**NOTICE:** It is the responsibility of the certificate holder to renew this certificate of payment of business tax within the proper time limits. Failure to do so, even if you have not received a renewal notice, will result in the assessment of a penalty. Please note your expiration date on this certificate above. The certificate holder is requested to notify the City Treasurer's Office upon sale or closure of the business, change of location, or change of business activity.

The tax or fees collected are **Not Refundable** unless collected as a direct result of an error by the City of San Diego.

**This certificate is NOT transferable for a change in business ownership.**

**See reverse side.**



POLYDYNE INC

CERTIFICATE OF RESOLUTIONS

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

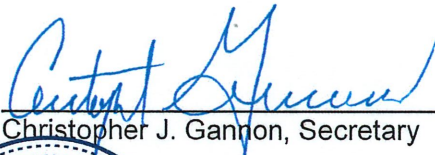
RESOLVED, that Boyd Stanley, René Pich, John Pittman, Mark Schlag, Bobby Wise and Ken Luke be and hereby are authorized, empowered and directed to bid, in the name of and on behalf of the Corporation, upon such municipal projects as he may deem appropriate; and further

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

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


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

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

  
\_\_\_\_\_  
Christopher J. Gannon, Secretary



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

  
\_\_\_\_\_  
Mark Schlag  
Vice President Finance, Assistant-Secretary & Treasurer  
Date: 8/5/2024

**Polydyne Inc.  
General Information**

**Federal Identification No.** 34-1810283

**State of Incorporation:** Delaware

**Date of Incorporation:** August 21, 1995

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

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

**Board of Directors**

<b>John Pittman</b>
---------------------

**Officers**

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

**\*Authorized Signers-Non Officers**

<b>Bobby Wise</b>	<b>Controller</b>
-------------------	-------------------

**Ownership Disclosure**

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



The Public Health and Safety Organization

## NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, August 6, 2024** at 12:15 a.m. Eastern Time.  
Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

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

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=Polydyne&ChemicalName=Poly+%28Diallyldimethylammonium+Chloride%29%28pDADMAC%29&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Polydyne&ChemicalName=Poly+%28Diallyldimethylammonium+Chloride%29%28pDADMAC%29&)

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

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#### Polydyne Incorporated

P.O. Box 279

Riceboro, GA 31323

United States

800-848-7659

Visit this company's website

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

**Facility :** Los Angeles, CA

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

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Clarifloc® C-308P	Coagulation & Flocculation	50 mg/L
Clarifloc® C-318	Coagulation & Flocculation	25 mg/L
Clarifloc® C-318P	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-338	Coagulation & Flocculation	50 mg/L



Clarifloc® C-348	Coagulation & Flocculation	25 mg/L
Clarifloc® C-358	Coagulation & Flocculation	50 mg/L
Clarifloc® C-368	Coagulation & Flocculation	29mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-388	Coagulation & Flocculation	100mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
Clarifloc® C-4414	Coagulation & Flocculation	72mg/L
Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
Clarifloc® C-4419	Coagulation & Flocculation	53mg/L
Clarifloc® C-4420	Coagulation & Flocculation	50mg/L
Clarifloc® C-4422	Coagulation & Flocculation	46mg/L
Clarifloc® C-4424	Coagulation & Flocculation	42mg/L
Clarifloc® C-4426	Coagulation & Flocculation	39mg/L
Clarifloc® C-4428	Coagulation & Flocculation	36mg/L
Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100 mg/L

## **Facility : Riceboro, GA**

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

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

Clarifloc® C-398	Coagulation & Flocculation	29mg/L
Clarifloc® C-4408	Coagulation & Flocculation	125mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L
Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
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Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L
FBS 515C	Coagulation & Flocculation	50mg/L
FBS 587C	Coagulation & Flocculation	50mg/L
FBS 591C	Coagulation & Flocculation	50mg/L
FBS 592C	Coagulation & Flocculation	25mg/L

## **Facility : Dolton, IL**

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

<b>Trade Designation</b>	<b>Product Function</b>	<b>Max Use</b>
Clarifloc® C-308P	Coagulation & Flocculation	50mg/L
Clarifloc® C-318	Coagulation & Flocculation	25mg/L
Clarifloc® C-328	Coagulation & Flocculation	83mg/L
Clarifloc® C-378	Coagulation & Flocculation	50mg/L
Clarifloc® C-4408	Coagulation & Flocculation	125mg/L
Clarifloc® C-4410	Coagulation & Flocculation	100mg/L
Clarifloc® C-4411	Coagulation & Flocculation	91mg/L
Clarifloc® C-4412	Coagulation & Flocculation	83mg/L

Clarifloc® C-4413	Coagulation & Flocculation	77mg/L
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Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L

## **Facility : Pearlington, MS**

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

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

Clarifloc® C-4415	Coagulation & Flocculation	67mg/L
Clarifloc® C-4416	Coagulation & Flocculation	62mg/L
Clarifloc® C-4417	Coagulation & Flocculation	59mg/L
Clarifloc® C-4418	Coagulation & Flocculation	56mg/L
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Clarifloc® C-4430	Coagulation & Flocculation	33mg/L
Clarifloc® C-4435	Coagulation & Flocculation	29mg/L
Clarifloc® C-4440	Coagulation & Flocculation	25mg/L
Clarifloc® LF-3541	Coagulation & Flocculation	100mg/L
FBS 515C	Coagulation & Flocculation	50mg/L
FBS 521N	Coagulation & Flocculation	50mg/L

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## Polydyne, Incorporated

P.O. Box 279

Riceboro, GA 31323

United States

800-848-7659

**Facility :** Newell, PA

### Poly (Diallyldimethylammonium Chloride)(pDADMAC)

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
CLARIFLOC C-4410	Coagulation & Flocculation	100mg/L

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Number of matching Manufacturers is 2

Number of matching Products is 121

Processing time was 0 seconds

## CLARIFLOC C-358 POLYMER

### CHARACTERISTICS

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

### TYPICAL PROPERTIES

Physical Form	Amber Liquid
Density	8.5 - 8.9 lbs/gal
Freezing Point	-3 C.
Solubility	Totally Water Soluble

### PREPARATION AND FEEDING

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

### MATERIALS OF CONSTRUCTION

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

### MANUFACTURING SPECIFICATIONS

Approx. Sol. % Strength	20%
Specific Gravity	1.02 - 1.04
% Active	19.0 - 22.0
Product Viscosity	700 - 1,000 cPs
Product pH	5.0 - 7.0

### HANDLING AND STORAGE

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

### PRODUCT SAFETY INFORMATION

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

### SHIPPING

CLARIFLOC C-358 Polymer is shipped in 55 gallon drums containing 450 pounds net and in 275 gallon totes containing 2300 pounds net. Bulk quantities are also available.

### ADDITIONAL INFORMATION

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

**(800) 848-7659**

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

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





# SAFETY DATA SHEET

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

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

### 1.1. Product Identifier

Product name: **CLARIFLOC™ C-358**

Type of product: Mixture.

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

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

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

Company: POLYDYNE INC  
1 Chemical Plant Road  
PO BOX 279  
Riceboro, GA 31323

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

### 1.4. Emergency telephone number

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

## SECTION 2: Hazards identification

### 2.1. Classification of the substance or mixture

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

Not classified.

### 2.2. Label elements

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

## SAFETY DATA SHEET

CLARIFLOC™ C-358

*Hazard symbol(s):* None.

*Signal word:* None.

*Hazard statement(s):* None.

*Precautionary statement(s):* None.

### 2.3. Other hazards

Spills produce extremely slippery surfaces.

## SECTION 3: Composition/information on ingredients

### 3.1. Substances

Not applicable, this product is a mixture.

### 3.2. Mixtures

#### Hazardous components

Contains no reportable hazardous substances.

## SECTION 4: First aid measures

### 4.1. Description of first aid measures

#### *Inhalation:*

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

#### *Skin contact:*

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

#### *Eye contact:*

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

#### *Ingestion:*

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

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

None under normal use.

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

None reasonably foreseeable.

#### *Other information:*

None.

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

Water. Water spray. Foam. Carbon dioxide (CO<sub>2</sub>). Dry powder.  
Warning! Spills produce extremely slippery surfaces.

*Unsuitable extinguishing media:*

None known.

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

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

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

Wear self-contained breathing apparatus and protective suit.

*Other information:*

Spills produce extremely slippery surfaces.

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

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

*Protective equipment:*

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

*Emergency procedures:*

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

*6.2. Environmental precautions*

Do not contaminate water.

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

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

*Large spills:*

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

*Residues:*

After cleaning, flush away traces with water.

*6.4. Reference to other sections*

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

### **SECTION 7: Handling and storage**

#### *7.1. Precautions for safe handling*

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

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

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

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

This information is not available.

### **SECTION 8: Exposure controls/personal protection**

#### *8.1. Control parameters*

*Occupational exposure limits:*  
None known.

#### *8.2. Exposure controls*

##### *Appropriate engineering controls:*

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

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

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

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

##### *b) Skin protection:*

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

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

##### *c) Respiratory protection:*

No personal respiratory protective equipment normally required.

##### *d) Additional advice:*

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

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

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

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

*9.2. Other information*

None.

## **SECTION 10: Stability and reactivity**

### *10.1. Reactivity*

Stable under recommended storage conditions.

### *10.2. Chemical stability*

Stable under recommended storage conditions.

### *10.3. Possibility of hazardous reactions*

None known.

### *10.4. Conditions to avoid*

Protect from frost, heat and sunlight.

### *10.5. Incompatible materials*

None known.

### *10.6. Hazardous decomposition products*

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

## **SECTION 11: Toxicological information**

### *11.1. Information on toxicological effects*

#### Information on the product as supplied:

*Acute oral toxicity:* LD50/oral/rat > 5000 mg/kg

*Acute dermal toxicity:* LD50/dermal/rat > 5000 mg/kg.

*Acute inhalation toxicity:* Testing by the inhalation route is inappropriate because exposure of humans via inhalation is unlikely: the substance has no vapour pressure and there is practically no exposure to inhalable aerosols.

*Skin corrosion/irritation:* Not irritating.

*Serious eye damage/eye irritation:* Slightly irritating.

*Respiratory/skin sensitisation:* Not sensitizing to skin. No respiratory sensitization has been observed in the workplace.

*Mutagenicity:* Not mutagenic.

*Carcinogenicity:* By analogy with similar substances, this substance is not expected to be carcinogenic.

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

**SECTION 12: Ecological information***12.1. Toxicity*Information on the product as supplied:

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

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

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

*12.3. Bioaccumulative potential*Information on the product as supplied:

Not bioaccumulating.

Partition co-efficient (Log Pow): < 0

Bioconcentration factor (BCF): ~0

#### 12.4. Mobility in soil

Information on the product as supplied:

Exposure to soil is not to be expected.

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

#### 12.5. Other adverse effects

None known.

### **SECTION 13: Disposal considerations**

#### 13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

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

Recycling:

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

### **SECTION 14: Transport information**

*Land transport (DOT)*

Not classified.

*Sea transport (IMDG)*

Not classified.

*Air transport (IATA)*

Not classified.

### **SECTION 15: Regulatory information**

**SECTION 15: Regulatory information**

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

Information on the product as supplied:

TSCA Chemical Substances Inventory:

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

US SARA Reporting Requirements:

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

SARA Title III Sections:

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

Section 304 - Reportable Quantity:  
Not concerned.

Section 313 (De minimis concentration):  
Not concerned.

Clean Water Act

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

Clean Air Act

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

CERCLA

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

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

Not concerned.

**SECTION 16: Other information**

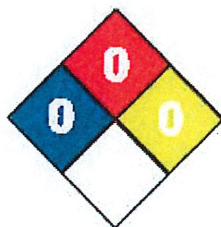
NFPA and HMIS Ratings:

## SAFETY DATA SHEET

CLARIFLOC™ C-358

NFPA:

Health: 0  
Flammability: 0  
Instability: 0



HMIS:

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

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

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

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

Acronyms

STOT = Specific target organ toxicity

Training advice:

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

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

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Version: 23.01.a

LDCC010A

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



## CLARIFLOC C-338 POLYMER

### CHARACTERISTICS

CLARIFLOC C-338 polymer is a **medium** molecular weight, homopolymer of diallyldimethylammonium chloride. It is an effective organic coagulant for water and wastewater clarification in a wide variety of municipal applications. CLARIFLOC C-338 can partially or totally replace alum, ferric, lime and other inorganic coagulants, thereby reducing sludge volume. Unlike inorganics, it is effective over very wide pH ranges. CLARIFLOC C-338 is NSF certified for clarification of potable water at dosages up to 50 mg/L.

### TYPICAL PROPERTIES

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

### PREPARATION AND FEEDING

CLARIFLOC C-338 is a solution polymer which can be diluted to any convenient concentration for feeding. Fill the dilution tank with enough water to cover the mixing blades, add the desired quantity of CLARIFLOC C-338 and allow to mix while topping-off the tank with water. Totally automatic dilution equipment is available.

### MATERIALS OF CONSTRUCTION

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

### MANUFACTURING SPECIFICATIONS

Approx. Sol. % Strength	20%
Specific Gravity	1.03 - 1.05
% Active	19.0 - 22.0
Product Viscosity	200 - 600 cPs
Product pH	5.0 - 7.0

### HANDLING AND STORAGE

CLARIFLOC C-338 has a suggested in-plant storage life of six months in unopened drums. For best results, store at 40-90 F. Protect from freezing. If the product freezes, allow it to warm up in a heated area and thaw thoroughly before attempting to use it. For spills of CLARIFLOC C-338, sprinkle sawdust or vermiculite over the spill area and sweep the material into approved chemical disposal containers.

### PRODUCT SAFETY INFORMATION

CLARIFLOC C-338 is a mildly acidic product that can irritate the skin and eyes, so gloves, rubber apron and goggles should be worn during the handling of this product. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling information outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with CLARIFLOC C-338, contact Chemtrec anytime day or night at (800) 424-9300.

### SHIPPING

CLARIFLOC C-338 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2400 pounds net. Bulk quantities are also available.

### ADDITIONAL INFORMATION

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

**(800) 848-7659**

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

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





# SAFETY DATA SHEET

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

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

### 1.1. Product identifier

Product name: **CLARIFLOC™ C-338**

Type of product: Mixture.

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

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

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

Company: POLYDYNE INC  
1 Chemical Plant Road  
PO BOX 279  
Riceboro, GA 31323

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

### 1.4. Emergency telephone number

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

## SECTION 2: Hazards identification

### 2.1. Classification of the substance or mixture

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

Not classified.

### 2.2. Label elements

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

## SAFETY DATA SHEET

CLARIFLOC™ C-338

*Hazard symbol(s):* None.

*Signal word:* None.

*Hazard statement(s):* None.

*Precautionary statement(s):* None.

### 2.3. Other hazards

Spills produce extremely slippery surfaces.

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

### 3.1. Substances

Not applicable, this product is a mixture.

### 3.2. Mixtures

#### Hazardous components

Contains no reportable hazardous substances.

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

### 4.1. Description of first aid measures

#### *Inhalation:*

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

#### *Skin contact:*

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

#### *Eye contact:*

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

#### *Ingestion:*

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

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

None under normal use.

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

None reasonably foreseeable.

#### *Other information:*

None.

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

Water. Water spray. Foam. Carbon dioxide (CO<sub>2</sub>). Dry powder.  
Warning! Spills produce extremely slippery surfaces.

*Unsuitable extinguishing media:*

None known.

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

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

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

Wear self-contained breathing apparatus and protective suit.

*Other information:*

Spills produce extremely slippery surfaces.

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

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

*Protective equipment:*

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

*Emergency procedures:*

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

*6.2. Environmental precautions*

Do not contaminate water.

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

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

*Large spills:*

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

*Residues:*

After cleaning, flush away traces with water.

*6.4. Reference to other sections*

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

### **SECTION 7: Handling and storage**

#### *7.1. Precautions for safe handling*

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

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

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

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

This information is not available.

### **SECTION 8: Exposure controls/personal protection**

#### *8.1. Control parameters*

*Occupational exposure limits:*  
None known.

#### *8.2. Exposure controls*

##### *Appropriate engineering controls:*

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

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

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

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

##### *b) Skin protection:*

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

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

##### *c) Respiratory protection:*

No personal respiratory protective equipment normally required.

##### *d) Additional advice:*

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

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

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

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

*9.2. Other information*

None.

## **SECTION 10: Stability and reactivity**

### *10.1. Reactivity*

Stable under recommended storage conditions.

### *10.2. Chemical stability*

Stable under recommended storage conditions.

### *10.3. Possibility of hazardous reactions*

None known.

### *10.4. Conditions to avoid*

Protect from frost, heat and sunlight.

### *10.5. Incompatible materials*

None known.

### *10.6. Hazardous decomposition products*

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

## **SECTION 11: Toxicological information**

### *11.1. Information on toxicological effects*

#### Information on the product as supplied:

*Acute oral toxicity:* LD50/oral/rat > 5000 mg/kg

*Acute dermal toxicity:* LD50/dermal/rat > 5000 mg/kg.

*Acute inhalation toxicity:* Testing by the inhalation route is inappropriate because exposure of humans via inhalation is unlikely: the substance has no vapour pressure and there is practically no exposure to inhalable aerosols.

*Skin corrosion/irritation:* Not irritating.

*Serious eye damage/eye irritation:* Slightly irritating.

*Respiratory/skin sensitisation:* Not sensitizing to skin. No respiratory sensitization has been observed in the workplace.

*Mutagenicity:* Not mutagenic.

*Carcinogenicity:* By analogy with similar substances, this substance is not expected to be carcinogenic.

## SAFETY DATA SHEET

CLARIFLOC™ C-338

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

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

#### *12.1. Toxicity*

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

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

#### *12.2. Persistence and degradability*

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

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

#### *12.3. Bioaccumulative potential*

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

Not bioaccumulating.

Partition co-efficient (Log Pow): < 0

Bioconcentration factor (BCF): ~0

#### 12.4. Mobility in soil

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

Exposure to soil is not to be expected.

Koc: ~0

#### 12.5. Other adverse effects

None known.

### **SECTION 13: Disposal considerations**

#### 13.1. Waste treatment methods

##### Waste from residues/unused products:

Dispose in accordance with local and national regulations.

##### Contaminated packaging:

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

##### Recycling:

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

### **SECTION 14: Transport information**

#### *Land transport (DOT)*

Not classified.

#### *Sea transport (IMDG)*

Not classified.

#### *Air transport (IATA)*

Not classified.

### **SECTION 15: Regulatory information**



**SECTION 15: Regulatory information**

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

Information on the product as supplied:

TSCA Chemical Substances Inventory:

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

US SARA Reporting Requirements:

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

SARA Title III Sections:

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

Section 304 - Reportable Quantity:  
Not concerned.

Section 313 (De minimis concentration):  
Not concerned.

Clean Water Act

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

Clean Air Act

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

CERCLA

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

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

Not concerned.

**SECTION 16: Other information**

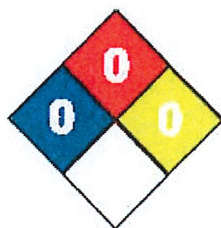
NFPA and HMIS Ratings:

## SAFETY DATA SHEET

CLARIFLOC™ C-338

NFPA:

Health: 0  
Flammability: 0  
Instability: 0



HMIS:

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

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

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

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

Acronyms

STOT = Specific target organ toxicity

Training advice:

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

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

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Version: 23.01.a

LDCC010A

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

# CLARIFLOC C-308P POLYMER

## CHARACTERISTICS

CLARIFLOC C-308P polymer is a low molecular weight, homopolymer of diallyldimethylammonium chloride. It is an effective organic coagulant for water clarification in a variety of municipal applications. CLARIFLOC C-308P can partially or totally replace alum, ferric, lime and other inorganic coagulants, thereby reducing sludge volume. Unlike inorganics, it is effective over very wide pH ranges. CLARIFLOC C-308P is **NSF certified** for clarification of potable water at dosages up to 50 mg/L.

## TYPICAL PROPERTIES

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

## PREPARATION AND FEEDING

CLARIFLOC C-308P is a solution polymer which can be diluted to any convenient concentration for feeding. No special make-down or activation procedures are necessary. The polymer can be diluted in-line using a static mixer or in a stirred vessel. Diluting to 1-10% is highly recommended for all clarification applications because the coagulant will be distributed more efficiently into the system with less chance of overdose.

## MATERIALS OF CONSTRUCTION

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

## MANUFACTURING SPECIFICATIONS

Approx. Sol. % Strength	20%
Specific Gravity	1.03 - 1.05
% Active	19.0-22.0
Product Viscosity	80 - 180 cPs
Product pH	5.0-7.0

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

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

## HANDLING AND STORAGE

CLARIFLOC C-308P has a suggested in-plant storage life of one year in unopened drums. For best results, store at 40-90 F. Protect from freezing. If the product freezes, allow it to warm up in a heated area and thaw thoroughly before attempting to use it. For spills of CLARIFLOC C-308P, sprinkle sawdust or vermiculite over the spill area and sweep the material into approved chemical disposal containers.

## PRODUCT SAFETY INFORMATION

CLARIFLOC C-308P is a mildly acidic product that can irritate the skin and eyes, so gloves, rubber apron and goggles should be worn during the handling of this product. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling information outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with CLARIFLOC C-308P, contact Chemtrec anytime day or night at (800) 424-9300.

## SHIPPING

CLARIFLOC C-308P Polymer is shipped in 55 gallon drums containing 450 pounds net and 275 gallon totes containing 2300 pounds net. Bulk quantities are also available.

## ADDITIONAL INFORMATION

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

**(800) 848-7659**





# SAFETY DATA SHEET

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

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

### 1.1. Product identifier

Product name: **CLARIFLOC™ C-308P**

Type of product: Mixture.

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

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

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

Company: POLYDYNE INC  
1 Chemical Plant Road  
PO BOX 279  
Riceboro, GA 31323

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

### 1.4. Emergency telephone number

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

## SECTION 2: Hazards identification

### 2.1. Classification of the substance or mixture

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

Not classified.

### 2.2. Label elements

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

## SAFETY DATA SHEET

CLARIFLOC™ C-308P

*Hazard symbol(s):* None.

*Signal word:* None.

*Hazard statement(s):* None.

*Precautionary statement(s):* None.

### 2.3. Other hazards

Spills produce extremely slippery surfaces.

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

### 3.1. Substances

Not applicable, this product is a mixture.

### 3.2. Mixtures

#### Hazardous components

Contains no reportable hazardous substances.

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

### 4.1. Description of first aid measures

#### *Inhalation:*

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

#### *Skin contact:*

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

#### *Eye contact:*

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

#### *Ingestion:*

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

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

None under normal use.

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

None reasonably foreseeable.

#### *Other information:*

None.

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

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

Warning! Spills produce extremely slippery surfaces.

*Unsuitable extinguishing media:*

None known.

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

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

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

Wear self-contained breathing apparatus and protective suit.

*Other information:*

Spills produce extremely slippery surfaces.

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

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

*Protective equipment:*

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

*Emergency procedures:*

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

**6.2. Environmental precautions**

Do not contaminate water.

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

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

*Large spills:*

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

*Residues:*

After cleaning, flush away traces with water.

**6.4. Reference to other sections**

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

### **SECTION 7: Handling and storage**

#### *7.1. Precautions for safe handling*

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

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

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

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

This information is not available.

### **SECTION 8: Exposure controls/personal protection**

#### *8.1. Control parameters*

*Occupational exposure limits:*

None known.

#### *8.2. Exposure controls*

*Appropriate engineering controls:*

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

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

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

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

##### *b) Skin protection:*

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

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

##### *c) Respiratory protection:*

No personal respiratory protective equipment normally required.

##### *d) Additional advice:*

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

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

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

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

*9.2. Other information*



None.

## **SECTION 10: Stability and reactivity**

### *10.1. Reactivity*

Stable under recommended storage conditions.

### *10.2. Chemical stability*

Stable under recommended storage conditions.

### *10.3. Possibility of hazardous reactions*

None known.

### *10.4. Conditions to avoid*

Protect from frost, heat and sunlight.

### *10.5. Incompatible materials*

None known.

### *10.6. Hazardous decomposition products*

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

## **SECTION 11: Toxicological information**

### *11.1. Information on toxicological effects*

#### Information on the product as supplied:

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

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

## **SECTION 12: Ecological information**

### *12.1. Toxicity*

#### Information on the product as supplied:

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

### *12.2. Persistence and degradability*

#### Information on the product as supplied:

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

### *12.3. Bioaccumulative potential*

#### Information on the product as supplied:

Not bioaccumulating.

Partition co-efficient (Log Pow): < 0

Bioconcentration factor (BCF): ~0

#### 12.4. Mobility in soil

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

Exposure to soil is not to be expected.

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

#### 12.5. Other adverse effects

None known.

### **SECTION 13: Disposal considerations**

#### 13.1. Waste treatment methods

##### Waste from residues/unused products:

Dispose in accordance with local and national regulations.

##### Contaminated packaging:

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

##### Recycling:

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

### **SECTION 14: Transport information**

#### Land transport (DOT)

Not classified.

#### Sea transport (IMDG)

Not classified.

#### Air transport (IATA)

Not classified.

### **SECTION 15: Regulatory information**

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### SECTION 15: Regulatory information

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

Information on the product as supplied:

TSCA Chemical Substances Inventory:

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

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:

Not concerned.

SARA Title III Sections:

*Section 302 (TPQ) - Reportable Quantity:*

Not concerned.

*Section 304 - Reportable Quantity:*

Not concerned.

*Section 313 (De minimis concentration):*

Not concerned.

Clean Water Act

*Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:*

Not concerned.

Clean Air Act

*Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:*

Not concerned.

CERCLA

*Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:*

Not concerned.

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

Not concerned.

### SECTION 16: Other information

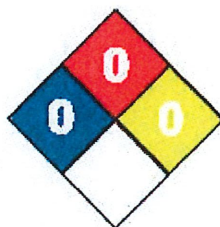
NFPA and HMIS Ratings:

## SAFETY DATA SHEET

CLARIFLOC™ C-308P

### NFPA:

Health:	0
Flammability:	0
Instability:	0



### HMIS:

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

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

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

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

#### Acronyms

STOT = Specific target organ toxicity

#### Training advice:

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

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

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Version: 23.01.a

LDCC010A

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

# Contract - RFP 10090168-25-H Cationic Polymer for Water Treatment Plants

Final Audit Report

2025-03-14

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By:	Hugo Mora (hmora@sandiego.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmyjRRHkSJrZ0xClbzcaunPEfSflmK5r1

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