HARFORD COUNTY PRICE AGREEMENT

BULK CHEMICALS FOR WATER AND WASTEWATER TREATMENT

AGREEMENT NO. 25-004

THIS AGREEMENT made and entered into this day of _____ August _____ 2024, by and between HARFORD COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, hereinafter referred to as "County" and POLYDYNE, INC., 1 Chemical Plant Road, Riceboro, Georgia 31323, hereinafter referred to as "Contractor".

WITNESSETH:

SECTION I: SCOPE

That, in and for the consideration hereinafter stated, the Contractor hereby agrees to provide the bulk chemical(s) as indicated below (hereinafter collectively "Chemicals") for water and wastewater treatment on an as-required basis during the term of this Agreement in accordance with the provisions of Invitation for Bids No. 25-004, Addendum No. 1 dated May 9, 2024, Addendum No. 2 dated May 9, 2024, and the Contractor's bid dated May 17, 2024 (attached as Exhibit 1) ("Bid"), all of which are incorporated herein as if set forth in full.

ITEM/CHEMICAL

UNIT PRICE

HC-12 Polymer P1 - Thickening WAS - Bulk tanke	er \$360.00/wet ton
HC-13 Polymer P2 - Dewatering - Bulk tanker	\$1.3000/lb
HC-14 Polymer P3 - Coagulant Aid - 55 lb bags	\$3,700.00/dry ton
HC-15 Polymer P4 - Filtering Aid - 55 gal drums	\$3,000.00/wet ton
HC-16 Polymer P10 - Settling Aid - 55 lb bags	\$3,600.00/dry ton

SECTION II: TERM

A. The term of this Agreement ("Term") shall commence on July 1, 2024, and continue for one (1) year, with the County having the exclusive option of extending the Agreement for five (5) additional one (1) year periods under the same terms, conditions, and prices. The option to extend shall be exercised in writing no fewer than thirty (30) days prior to the expiration of the current Term.

B. ECONOMIC PRICE ADJUSTMENT: All prices offered herein shall be fixed for the first year of the contract. It shall be the Contractor's responsibility to notify the agency sixty (60) days in advance of the expiration of the current contract term of any request for a unit price increase. The Contractor shall submit a written request for a price increase by furnishing bona-fide manufacturer's documents or price list reflecting the changes they have incurred. Increases shall be limited to the actual cost increase to the Contractor during the contract term. Adjustments in price will be limited to one (1) adjustment per contract year. If the price increase is approved, the price will remain firm for the renewal term requested. The agency reserves the right to accept, negotiate, or reject the request for a price increase within thirty (30) days after the written request is submitted.

SECTION III: TYPE OF AGREEMENT

A. This is one of multiple Price Agreements entered into by the County under Agreement No. 25-004 under which the County may during the term of the agreements obtain its normal requirements for bulk chemicals from the selected contractors and each contractor shall provide bulk chemicals which the County requires in its operation.

B. Should an emergency arise for bulk chemicals which none of the selected contractors cannot supply, the County reserves the right to contract said services from other sources to meet these emergency needs without prejudice to the Agreement.

SECTION IV: QUANTITIES

Actual requirements are unknown at this time and may be more or less than the quantities estimated in the Invitation for Bids, if such estimates are provided. Any quantities ordered by the County during the Term shall be billed at the unit prices set forth in the Agreement. The County also reserves the right not to order any quantities if it is found that such services/goods are not required during the Term. Quantities stated in the Invitation for Bids are estimates and are not guaranteed amounts.

SECTION V: AGREEMENT SUM

The amount to be paid for the performance of all services required under this Agreement shall not exceed the total agreement sum of Five Million Dollars and No Cents (\$5,000,000.00) per year for all contractors providing bulk chemicals to the County under Agreement No. 25-004.

SECTION VI: PAYMENTS

The County agrees to pay the Contractor, as consideration for the full and faithful performance of this Agreement, at unit prices set forth in the Bid for goods or services ordered and received by the County. The Contractor shall invoice the County monthly for quantities provided. Payment to the Contractor shall be within thirty (30) days after receipt and acceptance of invoices covering goods or services provided during the month.

SECTION VII: WARRANTIES

A. Title of goods conveyed to the County shall be good and its transfer rightful.

B. The goods shall be delivered free from any security interest or other lien or encumbrance.

C. All warranties provided by the Uniform Commercial Code, as amended, are a part of this Agreement.

SECTION VIII: NON-COLLUSION

The Contractor, his agents, servants and/or employees, to the best of their knowledge and belief, have not in any way colluded with anyone for or on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over other suppliers, nor have they colluded with anyone for or on behalf of the Contractor, or themselves, to gain any favoritism in the award of this Agreement.

SECTION IX: NON-DISCRIMINATION

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

SECTION X: TERMINATIONS

A. Termination for Convenience:

The performance of work under this Agreement may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County will pay all reasonable costs associated with this Agreement that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. However, the Contractor shall not be reimbursed for any profits that have not been earned up to the date of termination.

B. Termination for Cause:

If the Contractor is adjudged as bankrupt, or if it makes a general assignment for the benefit of the creditors, or if a receiver is appointed on account of its insolvency, or if it persistently refuses or fails to perform the work indicated in this Agreement or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of this Agreement, then the County Director of Procurement or his/her designee, after certifying that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) calendar days' written notice, terminate the Agreement of the Contractor. All monies due the Contractor or becoming due hereunder at the time of termination for cause shall be forfeited.

SECTION XI: WRITTEN NOTICES

Any notices and correspondence hereunder shall be in writing and shall be deemed sufficiently given, if (A) hand delivered, (B) sent via first class U.S. mail, certified mail, or overnight courier service, (C) sent via electronic mail or (D) sent via facsimile:

Any notice required by this Agreement is to be sent to the Contractor at:

Polydyne, Inc. 1 Chemical Plant Road Riceboro, Georgia 31323 Attn: Boyd Stanley bids@polydyneinc.com

Any notice required by this Agreement is to be sent to the County at:

Harford County, Maryland Department of Procurement 220 South Main Street Bel Air, Maryland 21014 Attn: Karen D. Myers NIGP-CPP, CPPO, CPPB, CTPS, CPCP, CMPA Director, Department of Procurement kcwolcott@harfordcountymd.gov

All invoices are to be sent to the user department at the following address:

Harford County, Maryland Department of Public Works Division of Water and Sewer 1212 Chelsea Road Perryman, Maryland 21130 Attn: Christine Warfield <u>cewarfield@harfordcountymd.gov</u>

SECTION XII: CHANGES

No modification shall be made to this Agreement without the express authorization of the Harford County Director of Procurement and, where necessary, the County Board of Estimates as appropriate. No modification shall be effective unless made in writing and signed by the parties of this Agreement.

SECTION XIII: LAWS

The Contractor hereby warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified; and it is not in arrears with respect to the payment of monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement; and it further agrees to comply with all federal, state and local laws, regulations and ordinances applicable to its activities and obligations under this Agreement.

This Contract shall be governed by the laws of the State of Maryland and Harford County, Maryland, and where applicable, any federal law or regulation.

SECTION XIV: SUPREMACY CLAUSE

In the event of a conflict between the terms and conditions, as amended, of this Contract and the design documents and any document referenced therein or any document submitted by the Contractor, the parties agree that this Contract shall control interpretation of any inconsistency. However, the documents shall, to the greatest extent possible, be construed to be consistent. No terms contained in a proposal or purchase order submitted by Contractor relating to payment, termination or modification of this Contract, indemnification, claims, damages, disputes or governing law shall be effective unless agreed to by the parties in a change order executed pursuant to Section XII.

SECTION XV: INDEMNIFICATION

The Contractor shall indemnify, defend, and save harmless the County, its directors, officers, agents, servants and employees, from any and all suits, actions, damages or costs, of every nature and description to which the County may be subjected or put by reason of injury to persons or property as a result of the work performed hereunder by the Contractor, if caused by an intentional act of the Contractor, his servants or his agents, or by the negligence or carelessness of the Contractor, his servants or his agents.

SECTION XVI: eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

Contractors are required to register on eMaryland Marketplace Advantage at <u>https://procurement.maryland.gov</u> within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

SECTION XVII: EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts which shall be deemed valid if delivered electronically (e.g., facsimile, PDF, ink or digital stamp, etc.), each of which will be considered an original instrument, but all of which will be considered one and the same Agreement and will become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to the other.

SECTION XVIII: AUTHORITY TO EXECUTE

The person executing this Contract on behalf of Contractor represents, warrants and affirms, under penalty of perjury, that he/she has the authority to bind Contractor to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

POLYDYNE, INC.

WITNESS/ATTEST:

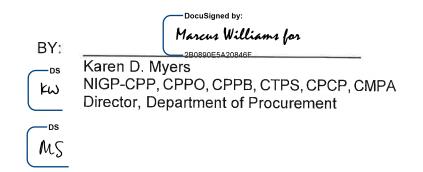
Mark Schlag, Vice-President

BY:

anatur

Boyd Stanley, Sr. Vice-President Print Name and Title

HARFORD COUNTY, MARYLAND



	Approved for form and legal sufficiency.	Approved for financial sufficiency.
SK SK	Signed by: Margaret Hartka Margaret Hartka Deputy County Attorney	Robert F. Sandlass, Jr. Treasurer
	Reviewed and Concur.	
DS (F	Joseph J. Siemek, P.E. Director, Department of Public Works	

Approved by the Board of Estimates on the 18th day of June 2024.

This Agreement was fully executed on the <u>8th</u> day of <u>August</u> 2024.

ENTITY NAME: Polydyne Inc.

SUBMIT ONE (1) ORIGINAL SET OF BID FORMS

BID FORM

BID NO. 25-004

Bulk Chemicals

TO: Department of Procurement Keith Wolcott Harford County, Maryland 220 South Main Street Bel Air, Maryland 21014

From: Polydyne Inc.

1 Chemical Plant Road

Riceboro, GA 31323

Basis of Award:

- Contract award may be based on the lowest responsive and responsible bidder. In addition to price, consideration may be given to the following when determining the lowest responsive and responsible bidder: what is in the best interest of Harford County, Maryland; the quality and performance of the goods and services to be supplied; conformity to specifications; delivery time; previous performance; vendor location; references; and other unique requirements outlined in the request.
- 2. All bidders must be prequalified in all areas specified if applicable.

BF-1

10/8/19

ENTITY NAME: Polydyne Inc.

3. All bidders <u>must be</u> registered to do business in the State of Maryland in accordance with the Annotated Code of Maryland Corporations and Associations Sec. 2-102 Formation generally, Sec. 7-202 Registration to do interstate and foreign* business, and/or Sec. 7-203 Qualification to do intrastate. For information on registering or qualifying a corporation, LLC, LLP or LP call the Maryland Department of Assessments and Taxation (SDAT) at (410) 767-1340.

Sole Proprietors and General Partnerships may call (410) 767-4991 or you may download the SDAT forms at: www.dat.state.md.us/sdatweb/sdatforms.html - entity or by calling at (410) 767-1340 or Toll Free (888) 246-5941.

*" a corporation, association, or joint-stock company organized under the laws of the United States, another state of the United States, a territory, possession, or district of the United States, or a foreign country." Sec. 1-101 Annotated Code of Maryland Corporations and Associations.

- 4. All bidders <u>must be</u> in good standing with Harford County, Maryland. Bidders must resolve any outstanding taxes, fees or accounts with Harford County.
- 5. Award may be made to the lowest responsive and responsible bidder who meets all requirements as specified in Numbers 1-4 above at time of award.
- 6. Bid Checklist Failure to meet requirements A-E below, will result in your bid being rejected as nonresponsive:
 - A. We are in good standing with State and Local Governments. Yes X No____ Dept. ID as recorded by Maryland Dept. of Assessments and Taxation: F06951339
 - B. We are pre-qualified with Harford County in all stated areas (if applicable). Yes X No_ N/A_

Date of Certificate Expiration: N/A

C.	We are submitting the Bid Bond (If Applicable).	Yes No N/A <u>_X</u>
D.	We are submitting one (1) Original Bid Form.	Yes X No

BF-2

10/8/19

ENTITY NAME: Polydyne Inc.

E. We acknowledge it is the bidder's responsibility to check the Harford County Bid Board for any and all addenda. We have completed the Addendum Acknowledgement table below, and we further understand that failure to complete this section may cause our submittal to be deemed non-responsive.

YesX No N/A

	Addendum
	Acknowledgement
Addendum No.	Date of Addendum
1	5/9/2024
2	5/9/2024

Insurance Requirements:

I certify that the insurance requirements herein have been reviewed and will be complied with if awarded a contract as a result of this solicitation.

bl Acknowledgement/Initials

BF-3

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ENTITY NAME: Polydyne Inc.

IFB NO. 25-004 BULK CHEMICALS FOR WATER AND WASTEWATER TREATMENT

BID FORM

Carroll County, Maryland

Bid		Container/ Delivery	Est. Annual	Unit of	Source of		
Item	Chemical	Type	Quantity	Measure	Supply	Unit Price	Total Price
	Sodium						
00.1	Hydroxide 50%		3,499				
CC-1	aka caustic soda	Bulk	gallons	Gallon		No Bid	
CC-2	Sulfuric Acid	2,600lb tote	20,800lbs	Pound		No Bid	
CC-3	Citric Acid CMD	3,400lb tote	7,800lbs	Pound		No Bid	
	Sodium		14,416				<u>.</u>
CC-4	Hypochlorite	Bulk	gallons	Gallon		No Bid	
CC-5	Poly Orthophosphate (P722)	275 gallon tote	4 totes	Tote		No Bid	
CC-6	Sodium Bisulfite 30-40%	Bulk	10,800lbs	Pound		No Bid	
CC-7	Hydrofluorosilicic Acid 23-25%	Bulk	9,200lbs	Pound		No Bid	
_CC-8	Potassium Permanganate- Calrox	150kg Drum	660lbs	Pound		No Bid	
CC-9	Solar Salt	50lb bag	1,470 bags	Bag		No Bid	
CC-10	Delpac XG	Bulk	5,000 gallons	Bulk – not by tote	• • • • • • • • • • • • • • • • • • •	No Bid	

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ENTITY NAME: Polydyne Inc.

IFB NO. 25-004 BULK CHEMICALS FOR WATER AND WASTEWATER TREATMENT

BID FORM

City of Havre de Grace

Bid Item	Chemical	Container/Delivery Type	Estimated Frequency	Unit of Measure	Source of	Unit Price	Total Price
			9 cylinders	Measure	Supply	Ince	Frice
HG-1	Liquid Chlorine	150 lb. cylinder	12/year	i		No Bid	\$
	Poly-Aluminum						
	Chloride (DelPac					No Bid	
HG-2	2020)	1000 gallons	12/year			INO DIU	\$
			2 pallets			N. D. I	
HG-3	Activated Carbon	50 lb bags	2/year			No Bid	\$
	Poly-Ortho		2 totes				
HG-4	Phosphate	550 gallons	1/year			No Bid	\$
	Liquid Sodium						
HG-5	Fluoride	500 gallons	1/year			No Bid	\$
HG-6	Caustic 50%	750 gallons	4/year			No Bid	\$
	Polyaluminum						
	Chloride (DelPac					No Bid	
HG-7	1525)	4000 gallons	4/year			NO DIA	\$
HG-8	Caustic 25%	4000 gallons	4/year			No Bid	\$
HG-9	Micro - C	3000 gallons	1/year			No Bid	\$
		=	1 pallet per				
HG-10	Lime	50 lb. bag	year			No Bid	\$
HG-11	Hypochlorite	4000 gallons	2/year			No Bid	\$

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ENTITY NAME: Polydyne Inc.

IFB NO. 25-004 BULK CHEMICALS FOR WATER AND WASTEWATER TREATMENT

BID FORM

Harford County, Maryland

Bid Item	Chemical	Container/ Delivery Type	Est. Annual Quantity	Unit of Measure	Source of Supply	Unit Price	Total Price
HC-1	Caustic Soda (25%)	Mini-Bulk	2,000	Gallons		No Bid	
HC-2	Caustic Soda (25%)	Bulk	1,200	Wet Tons		No Bid	
HC-3	Chlorine (100%)	2000 lb. Cylinders	100	Wet Tons		No Bid	
HC-4	Ferric Chloride (37% - 42%)	Bulk Tanker	1,600	Wet Tons		No Bid	
HC-5	Ferric Sulfate (13% Fe)	Tanker	635	Dry Tons		No Bid	
HC-6	Hydrofluorosilicic Acid (21% - 23%)	55 gallon Drums	18	Wet Tons		No Bid	
HC-7	Hydrofluorosilicic Acid (21% - 23%)	Bulk Tanker	50	Wet Tons		No Bid	
HC-8	Liquid Alum (49.5%)	Mini-Bulk	13	Wet Tons		No Bid	
HC-9	Methanol	Mini-Bulk	8,400	Gallons		No Bid	
HC-10	Methanol	Bulk	190,000	Gallons		No Bid	
HC-11	Phosphoric Acid (75%)	55 gallon Drums	22	Wet Tons		No Bid	
HC-12	Polymer P1 - Thickening WAS	Bulk Tanker	450	Wet Tons	Polydyne Inc. CLARIFLOC C-321	\$360.00	\$162,000.00
HC-13	Polymer P2 - Dewatering	Bulk Tanker	322,000	Pounds	Polydyne Inc. CLARIFLOC NE-2507	\$1.3000	\$418,600.00
HC-14	Polymer P3 - Coagulant Aid	55 lb Bags	2	Dry Tons	Polydyne Inc. CLARIFLOC C-3226	\$3,700.00	\$7,400.00
HC-15	Polymer P4 - Filtering Aid	55 gallon Drums	5	Wet Tons	Polydyne Inc. CLARIFLOC C-309P	\$3,000.00	\$15,000.00
HC-16	Polymer P10 - Settling Aid	55 lb. Bags	1	Dry Tons	Polydyne Inc. CLARIFLOC A-3333P	\$3,600.00	\$3,600.00
HC-17	Potassium Permanganate	330 lb. Drums	7,000	Pounds		No Bid	
HC-18	Powdered Activated Carbon	1000 lb. Sacks	14	Dry Tons		No Bid	
HC-19	Soda Ash Dense (58% Active)	50 lb. Bags	30	Dry Tons		No Bid	
HC-20	Soda Ash Dense (58% Active)	Bulk Tanker	1,237	Dry Tons		No Bid	

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ENTITY NAME: Polydyne Inc.

IFB NO. 25-004 BULK CHEMICALS FOR WATER AND WASTEWATER TREATMENT

BID FORM

Bid Item	Chemical	Container/ Delivery Type	Est. Annual Quantity	Unit of Measure	Source of Supply	Unit Price	Total Price
HC-21	Sodium Bisulfite	55 gallon Drums	5	Wet Tons		No Bid	
HC-22	Sodium Hypochlorite (12%)	55 gallon Drums	2,060	Gallons		No Bid	
HC-23	Sodium Hypochlorite (12%)	400 gallon Mini-Bulk	3,450	Gallons		No Bid	
HC-24	Sodium Hypochlorite (12%)	1000 gallon Mini-Bulk	12,625	Gallons		No Bid	
HC-25	Sodium Hypochlorite (12%)	Bulk Tanker	425	Wet Tons		No Bid	
HC-26	Sodium Silicofluoride	50 lb. Bags	1	Dry Tons	· · · · · · · · · · · · · · · · · · ·	No Bid	
HC-27	Sulfur Dioxide (100%)	2000 lb. Cylinders	75	Wet Tons		No Bid	

Harford County, Maryland (continued)

Discount of Terms of Payment may be considered in determining the award at the sole discretion of the County. Any other considerations for the award will be stated on the specifications and proposal.

Payment Terms: The payment terms shall be considered net 30 days unless otherwise indicated below by the bidder.

Payment Terms: 0 % net 30

(Example, 2% net 15 days. A 2% discount if Harford County pays in 15 days).

If a discounted payment is not applicable to your bid, please initial here to confirm that a discount does not apply.

Carroll County does not offer a price discount.

This bidder, in compliance with the above-captioned Invitation for Bids has examined the plans, specifications and related documents, and the site of the proposed work (as applicable), is familiar with all the conditions surrounding the proposed project including materials, supplies and services to complete the project in accordance with the contract documents.

Bidder agrees to perform all work described in this Invitation for Bids, for the prices set forth on the Bid Form.

Within 10 days after receiving notice of acceptance of this bid, Bidder will execute the formal contract and deliver it to the Harford County Department of Procurement, with the bonds (if applicable) as required by the General Instructions.

The Bid Deposit attached (if applicable) in the sum of five percent (5%) of the total bid amount becomes the property of the County in the event the contract and bonds are not executed and delivered within the time set forth above, as liquidated damages for the delay and additional expense to the County caused thereby.

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) <u>Sr. Vice-President</u> and the duly authorized representative of (name of business) <u>Polydyne Inc.</u> and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder or proposer hereby certifies and agrees that the following information is correct:

In preparing its bid or proposal on this project, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier's or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid or proposal submitted by the bidder or proposer on this project, and terminate any contract awarded based on the bid or proposal. As part of its bid or proposal, the bidder or proposer herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder or proposer discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder or Proposer agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under the State Finance and Procurement Article of the Annotated Code of Maryland.

EXHIBIT 1 Page 10 of 16

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to the Annotated Code of Maryland, or has pleaded *nolo contendere* to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows:

(Indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

None

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows:

(List each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension)

None

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The above business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: (Indicate the reasons why the affirmation cannot be given without qualification):

None

F. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the agents, servants and/or employees of the above business have:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or proposal that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or proposal price of the bidder or proposer or contractor or of any competitor, or otherwise taken any action in restraint of free competition in connection with the contract for which the accompanying bid or proposal is submitted.

G. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

H. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 *et seq.* of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

I. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (Check one)

____ Maryland (domestic) corporation X foreign (non-Maryland) corporation

registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: National Registered Agents, Inc. of Maryland

Address: 2405 York Road, Ste. 201, Lutherville Timmonium, MD 21093-2264

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury; the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

K. TROPICAL HARDWOOD AND TROPICAL HARDWOOD PRODUCTS

Acknowledging §41-19.1 of the Harford County Code, which prohibits the County from making or renewing a contract that requires the use of the tropical hardwoods and tropical hardwood products except in cases where the Director of Procurement determines (1) that there is no acceptable non-tropical hardwood equivalent; or (2) tropical hardwood is required for restoration of a structure designated as historic under federal, state or county law, and requires that any bid or proposal that does not contain this certification be rejected,

I FURTHER AFFIRM THAT:

No tropical hardwoods or tropical hardwood products (Acapu, Afrormosia, Almon, Amaranth, Amazaque, Aningeria Apitong, Blasa, Banak, Bella Rosa, Benge, Boire, Bubinga, Cativor, Chenchen, Concobolo, Cordia, Ebony, Gaboon, Iroko, Koa, Koto, Red Lauan, White Lauan, Tanguile, Limba, Louro, Africa Mahogany, American Mahogany, Makore, Movingui, African Padauk, Angola Padauk, Peroba, Purpleheart, Ramin, Rosewook, Sapele, Sonora, Teak, Tigerwood, Wenge, or Zebrawood) shall be supplied to the County or used in connection with the Contract, except as specifically approved by the Director of Procurement.

L. COMPLIANCE WITH LAWFUL ENTITLEMENT TO WORK

I FURTHER AFFIRM THAT:

I will warrant and, if requested, shall certify in writing that neither the above business nor any subcontractor or supplier thereto shall employ an illegal alien or any individual for this project while knowing the illegal alien or individual is not authorized to work within the United States of America or otherwise fail to comply with all requirements of the federal immigration and naturalization laws, including verification and record keeping requirements.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is furnished to the Purchasing Agent and that nothing in this Affidavit or in any contract arising from this bid or proposal shall be construed to supersede, amend, modify or waive the exercise of any statutory right or remedy with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 5/20/2024

(Authorized Representative and Affiant) Boyd Stanley, Sr. Vice-President

Federal Employer Identification Number (FEIN): 34-1810283

EXHIBIT 1 Page 15 of 16

The undersigned acknowledges they have read the Invitation for Bids and all addenda including those posted on the County's website and herby submits the above Bid.

BID SUBMITTED BY:

Polydyne Inc.

ENTITY NAME (Must be entity name as registered with Maryland State Department of Assessments & Taxation)

Boyd Stanley, Sr. Vice-President

REPRESENTATIVE & TITLE (TYPE OR PRINT)

REPRESENTATIVE & TITLE (SIGNATURE)

1 Chemical Plant Road, Riceboro, GA 31323

ADDRESS

(800) 848-7659 Opt. 2

TELEPHONE NUMBER

(912) 880-2078

FAX NUMBER

bids@polydyneinc.com

E-MAIL ADDRESS

F06951339 (Certificate of Status)

MD. CONTRACTOR'S LICENSE NO.

5/17/2024

DATE

8/13/2002 (Origination Date) DATE AND PLACE OF ISSUE

Per Section 1(h) of the General Instructions, if company is unincorporated, list below the names and addresses of individuals composing the firm.

Name	Address
Name	Address

.

CUT AND ATTACH THE BELOW LABEL TO THE OUTSIDE OF YOUR RESPONSE ENVELOPE OR CARTON

Return Address: Polydyne Inc.
One Chemical Plant Rd
Riceboro, GA 31323
BID ENCLOSED
BID NO.:
DUE DATE:5/22/2024
TO: HARFORD COUNTY, MARYLAND DEPARTMENT OF PROCUREMENT 220 SOUTH MAIN STREET BEL AIR, MARYLAND 21014

A	CORD CE	ERT	FIFI	CATE OF LIA	۱BIL	ITY INSU	URANC	E		MM/DD/YYYY) /26/2024
C B	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
tł	MPORTANT: If the certificate holder i he terms and conditions of the policy, ertificate holder in lieu of such endors	certa	ain pol							
PRO	DDUCER		Phone	e No.: (212) 488-0200	CONTA NAME:		n			
_			Fax	k No.: (212) 488-0220	PHONE	e, Ext): 212.293-6	202	FAX	212.488.0	220
	PIC Insurance Brokers & Consultant	S			E-MAIL	andrea,ki	m@epicbrokers.c		212.400.0	1220
-	50 Hudson Street – 4 th Floor				ADDRE			DING COVERAGE		NAIC #
N	lew York, NY 10014				INSUE		. ,	LTY INSURANCE COMPAN	IY	25445
INSU	URED							URANCE COMPANY		19682
									IV	22357
	Polydyne Inc. One Chemical Plant Road					RER D: LLOYDS				22337
I	PO Box 250							NSURANCE COMPANY		16535
I	Riceboro GA 31323							nal Group UK Ltd (AIG)		10555
<u> </u>	OVERAGES CER	TIEIC			111301	CERF. Americ				
	THIS IS TO CERTIFY THAT THE POLICIES			NUMBER:				REVISION NUMBER:		
IN C E	NDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY F CCLUSIONS AND CONDITIONS OF SUCH F	QUIRI PERTA POLIC	EMENT AIN, TH	, TERM OR CONDITION IE INSURANCE AFFOR MITS SHOWN MAY HAV	N OF AN DED BY	Y CONTRACT	OR OTHER D	OCUMENT WITH RESPE	ст то у	VHICH THIS
INSR LTR	TYPE OFINSURANCE	ADDL INSD	SUBR WVD	POLICYNUMBE	R	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	тѕ	
А	X COMMERCIAL GENERAL LIABILITY	Y		IEPICB5ZFB004	4	12/31/2023	12/31/2024	EACH OCCURRENCE	\$1,000	,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,0	000
								MED EXP (Any one person)	\$25,00	00
								PERSONAL & ADV INJURY	\$1,000	,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,000	,000
	POLICY PRO-							PRODUCTS - COMP/OP AGG	\$2,000	,000
									\$	
В	AUTOMOBILE LIABILITY	Y		10ABR30602		12/31/2023	12/31/2024	COMBINED SINGLE LIMIT	\$1,000	0.000
	X ANY AUTO							(Ea accident) BODILY INJURY (Per person)	\$,
	ALL OWNED SCHEDULED							BODILY INJURY (Per accident)		
	AUTOS AUTOS X HIRED AUTOS X NON-OWNED							PROPERTY DAMAGE	\$	
	AUTOS							(Per accident)	\$	
Α	UMBRELLA LIAB X OCCUP			IEELCASB5ZFD0	04	12/31/2023	12/31/2024		\$5.000	000
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	CLAIMO-MADL							AGGREGATE	\$,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
С	DED RETENTION\$		Y	10WNR30600		12/31/2023	12/31/2024	X PER OTH- STATUTE ER	Ψ	
U	AND EMPLOYERS' LIABILITY Y / N			101111100000		12/01/2020	12/01/2024		\$1,000	000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A						E.L. EACH ACCIDENT	¢4.000	
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$1,000	,
D	DÉSCRIPTION OF OPERATIONS below PROFESSIONAL LIABILITY			B0621PSNFH000	1	1/20/2024	1/20/2025	E.L. DISEASE - POLICY LIMIT \$1,000,000 Per Occurrence	. ,	,
U				5002 H GNI 11000	1	1/20/2024		\$250,000 Per Claim Deduct		ou Aggregate
	POLLUTION LIABILITY			IEPICB5ZFB004		12/31/2023		Limit-\$1,000,00 / Deductible		
				MPL023090908 58429249		12/31/2023		LIMIT: \$2,000,000 Per Occu		
DES Har Auto Poll RE:	PROPERTY SCRIPTION OF OPERATIONS / LOCATIONS / VEHICL frord County, Maryland and its elected or appromobile Liability, Pollution Liability and Umbre lution Liability Workers Compensation as per te : Agreement 25-004 CESS LIABILITY POLICY PROVIDES ADDITI	ointed ella Lia erms a	officials ability as nd conc	01, Additional Remarks Scheo s, related entities and emp s required by written cont ditions of the policy. Exces	ployees a ract as p ss Liability	re included as A er terms and co y follows for over	e space is require additional Insur anditions of the General Liabil	eds on the Commercial Ger policies. Waiver of Subrog ity, Auto Liability and Polluti	neral Liab ation is ir	ility, Business included under
CE	RTIFICATE HOLDER			I	CAN	CELLATION				
	Harford County, Maryland 220 S. Main Street				THE E		DATE THERE	RIBED POLICIES BE CANC COF, NOTICE WILL BE D ROVISIONS.		
	Bel Air, Maryland 21014			,	AUTHORIZE	D REPRESENTATIV	Έ			17
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ACORD 25 (2014/01)

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SNF Holding Company

SNF Holding Company Property Insurance Program Program Participants and Policy Numbers with Lex London Lead May 1, 2023 to May 1, 2024 Policy Term

Carrier	Policy No.
National Union Fire Ins. Co (AIG)	4002113323
Scor (GSINDA)	FA0086913-2023-1
Inigo	BB0763A23PZA
Berkshire Hathaway (National Ind)	92SRD103070
Munich Re	F04455782023
Zurich London	75169023
Liberty London	1000541288-02
Partner Re	F634167
AXA/XL	US0010076PR23A
QBE	F23PYDH14965
Samsung (Fronted under the AIG Line)	4002114323
Talbot	AJE304224C23
Convex	AED38X23A000
Starr	23SSLDOND306401
Oilfield	7M022086
Liberty Bermuda	LSMAEN328212A
Canopius	213792CAA
ARK	F2223KA02970
WRB	P05793X23OXD
Arch	067146/01/2023
Sompo	LEN306425500
Lancashire	LD5515ONPL23



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street Boston, MA 02116 Toll Free: (877) IRON411

Endorsement # 19

Policy Number: IEPICB5ZFB004 Insured Name: SNF Holding Company

Effective Date of Endorsement: December 31, 2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED ADDITIONAL INSURED(S) PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)

Blanket where required by written contract

- A. **SECTION II WHO IS AN INSURED,** Paragraph **4.e.** is amended to specify the entity indicated in the Schedule above as:
 - e. Any person or organization, other than a third party carrier, you agree to include as an insured in a written contract, written agreement or permit, but only with respect to **bodily injury**, **property damage**, **environmental damage**, or **personal and advertising injury** caused, in whole or in part, by your operations, **your work**, equipment or premises leased or rented by you, or **your products** which are distributed or sold in the regular course of a vendor's business, however:
 - (1) A vendor is not an insured as respects **bodily injury**, **property damage**, **environmental damage** or **personal and advertising injury**:
 - (a) For which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement except that which the vendor would have in the absence of the contract or agreement;
 - (b) Arising out of any express warranty unauthorized by you;
 - (c) Arising out of any physical or chemical change in the product made intentionally by the vendor;
 - (d) Arising out of repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from you, and then repackaged in the original container;
 - (e) Arising out of any failure to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Arising out of demonstration, installation servicing or repair operations, except such operations performed at the vendor's location in connection with the sale of the product; or

- (g) Arising out of products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (2) A manager or lessor of premises leased or rented to you, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects bodily injury, property damage, environmental damage or personal and advertising injury:
 - (a) Arising out of any occurrence that takes place after the equipment lease expires or you cease to be a tenant; or
 - (b) Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.
- (3) The insurance afforded to such additional insured only applies to the extent permitted by law.
- (4) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. **SECTION IV CONDITIONS**, Condition **18. Other Insurance**, Paragraph **a.** is amended to specify the entity indicated in the Schedule above as a person or organization you agreed to insure and we will not seek contributions from any such other insurance issued to such person or organization.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

- Policy period means the period of time stated in the Declarations. However, if the policy is cancelled in accordance with SECTION IV CONDITIONS, Condition 3. Cancellation, the policy period ends on the effective date of such cancellation.
- 39. Pollutants means any solid, liquid, gaseous or thermal irritant, or contaminant, including smoke, soot, vapor, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, or waste materials (including medical, infectious and pathological wastes).
 Pollutants shall also mean mold matter, legionella pneumophila and electromagnetic fields. With the exception of legionella pneumophila, pollutants shall not include bacteria or viruses.
- 40. Pollution incident means:
 - a. The discharge, dispersal, release or escape of **pollutants** on, into or upon land, **conveyances**, buildings or structures with foundations on land, the atmosphere, any body of water including surface water or groundwater;
 - **b.** The discharge, dispersal, release, or escape of silt or sedimentation that originated at and migrated from a **location** where you are performing **your work**; or
 - c. The presence of mold matter.

Pollution incident includes the illicit abandonment of **pollutants** at any **location** which is owned or occupied by you provided that such abandonment was committed by parties other than an insured and without the knowledge of a **responsible executive**.

- **41. Pre-claim event** means a **pollution incident** arising out of **your work** that would reasonably be expected to give rise to a **claim** covered by this policy.
- 42. Pre-claim event expense means:
 - a. Reasonable and necessary fees charged by an environmental professional or attorney mutually agreed upon by the first named insured shown in the Declarations and us, for environmental consulting, investigative, testing or legal services, solely to the extent such fees are incurred as a result of a pre-claim event;
 - b. Costs, charges and expenses incurred by us in the investigation or adjustment of a pre-claim event; and
 - c. All reasonable and necessary expenses incurred by you at our request to assist us in the investigation of a **pre-claim event**, including your employees' lost salaries or wages, up to \$500 a day.

Except as expressly set forth in this Definition, **pre-claim event expenses** shall not include costs, charges or other expenses incurred: prior to our agreement upon the selection of an **environmental professional** or attorney; or by you for goods supplied by or on behalf of your staff or salaried employees, or by your parent, subsidiary or affiliate, unless such costs, charges or other expenses are incurred with our prior written consent, which consent shall not be unreasonably withheld.

43. Products - completed operations hazard:

- a. Includes all **bodily injury**, **property damage** or **environmental damage** occurring away from a **location** you own or occupy and arising out of **your product** or **your work** except:
 - i. Products that are still in your physical possession; or
 - ii. Work that has not yet been completed or abandoned. However, your work will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include bodily injury, property damage or environmental damage arising out of the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the loading or unloading of that vehicle by any insured or the existence of tools, uninstalled equipment or abandoned or unused materials.
- 44. Product tampering is an act of intentional alteration of your product which has caused or is reasonably expected to cause bodily injury, property damage or environmental damage. When product tampering is known, suspected or threatened, a product withdrawal will be limited to those batches of your product which are known or suspected to have been tampered with.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 10 WN R30600 Effective Date:12/31/2023 Named Insured and Address: SNF HOLDING COMPANY ONE CHEMICAL PLANT ROAD P.O. BOX 250 RICEBORO, GA 31323

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

POLYDYNE INC.: F06951339

Department ID Number: F06951339

Business Name: POLYDYNE INC.

Principal Office: 1 CHEMICAL PLANT ROAD RICEBORO GA 31323

Resident Agent: NATIONAL REGISTERED AGENTS, INC. OF MD. 2405 YORK ROAD SUITE 201 LUTHERVILLE TIMONIUM MD 21093-2264

Status: REVIVED

Good Standing: THIS BUSINESS IS IN GOOD STANDING

Business Type: FOREIGN CORPORATION

Business Code: 03 ORDINARY BUSINESS - STOCK

Date of Formation/ Registration: 08/13/2002

State of Formation:

DE

Stock Status: STOCK

Close Status: N/A