

COPY  SCANNED

**ADDENDUM No. 1**

**ITB No. 4386**



**E-MAILED**

4/29/15

**Wastewater Treatment Plant Chemical Bid  
Cationic Emulsion Polymer**

**Due: May 4, 2015 by 2:00 p.m.**

The following changes, additions, and/or deletions shall be made to the Invitation to Bid for Wastewater Treatment Plant Chemical Bid Ferric Chloride, ITB No. 4385, on which proposals will be received on/or before May 4, 2015 by 2:00 p.m.

The information contained herein shall take precedence over the original documents and all previous addenda (if any), and is appended thereto. **This Addendum includes 1 pages and no drawing(s).**

**Bidder is to acknowledge receipt of this Addendum No. 1, including all attachments (if any) in its Bid by so indicating on page ITB-1 of the Invitation to Bid Form. Bids submitted without acknowledgement of receipt of this addendum will be considered nonconforming.**

**I. QUESTIONS AND ANSWERS**

Respondents are directed to take note in its review of the documents of the following questions and City responses as they affect work or details in other areas not specifically referenced here.

The following Questions have been received by the City. Responses are being provided in accordance with the terms of the ITB.

**Question #1:**

I know you receive deliveries in bulk tanker trucks, but could you tell me how frequently you receive deliveries? Also, who is your current supplier and what pricing are the offering?

**Answer #1:**

We get most polymer deliveries from approximately Dec 1 thru May 1. The frequency is about every 1.5-2 months during this period. We use polymer year round but the dewatering season where we use the most is the Dec thru May period. Currently we use SNF polydyne and the cost is \$1.15/pound delivered and unloaded at our site.

Bidders are responsible for any conclusions that they may draw from the information contained in the Addendum.

INVITATION TO BID

COPY

ITB No. 4386

WASTEWATER TREATMENT PLANT CHEMICAL BID  
CATIONIC EMULSION POLYMER



Due Date: Monday, May 4, 2015 at 2:00 p.m.

Issued By:

City of Ann Arbor  
Procurement Unit  
301 E. Huron Street  
Ann Arbor, MI 48104

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ADVERTISEMENT  
FOR THE  
WASTEATER TREATMENT CHEMICAL BID  
CATIONIC EMULSION POLYMER  
ITB NO. 4386

Sealed Bids will be received by the City of Ann Arbor Procurement Unit, 301 East Huron Street, Fifth Floor, Larcom City Hall, on or before Monday, May 4, 2015 by 2:00 PM for Cationic Emulsion Polymer (Polymer) for use by the City's Wastewater Treatment Plant. Bids will be publically opened and read aloud at this time.

Polymer must be supplied to the City Wastewater Treatment Plan, FOB destination, freight prepaid. The selected bidder will be responsible for transferring the product from the transport vehicle to the City storage vessel.

Bid documents, plans, specifications, and addenda shall be downloaded by Bidders at either of the following websites: Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) or City of Ann Arbor Purchasing website: [www.A2gov.org](http://www.A2gov.org). It is the Bidder's responsibility to verify they have obtained all information before submitting a bid.

Each bidder shall provide the City of Ann Arbor with a complete copy of the U. S. Department of Occupational Safety & Health Administration, Material Safety Data Sheets, (form OSHA-20) for each product bid.

A Bid, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

Precondition for entering into a Contract with the City of Ann Arbor is compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. Further information is outlined in the Contract Documents.

After the time of opening, no Bid may be withdrawn for a period of 60 days. The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

Any further information on bid documents may be obtained from the Procurement Office, (734) 794-6500.

CITY OF ANN ARBOR PROCUREMENT UNIT

# INVITATION TO BID

City of Ann Arbor  
Guy C. Larcom Municipal Building  
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including, City Nondiscrimination and Wage requirements, Vendor Conflict of Interest Form, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms (if any), General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

In accordance with these bid documents, and Addenda numbered 1, the undersigned, as Bidder, proposes to perform all work included herein for the amounts set forth in the Bid Forms.

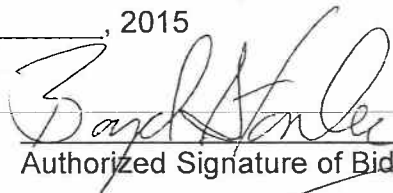
The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS 28th DAY OF April, 2015

Polydyne Inc.  
Bidder's Name  
1 Chemical Plant Road  
Riceboro, GA 31323  
Official Address  
912-880-2035  
Telephone Number

  
Authorized Signature of Bidder  
Boyd Stanley, Business Manager  
(Print Name of Signer Above)  
PolyBiddpt@snfhc.com  
Email Address for Award Notice

## **Section 1 INSTRUCTIONS TO BIDDERS**

### **General**

The City is soliciting bids for Cationic Emulsion Polymer. Chemical specifications are included in Section 2

Any Bid which does not conform fully to these instructions may be rejected.

### **Site Inspection**

Prior to Tuesday, April 28, 2015, a bidder may inspect the City's site and equipment. Inspections are by appointment only during business hours (8:00 a.m. to 3:00 p.m). Appointments can be scheduled by email to Keith Sanders, Assistant Manager, Wastewater Treatment Unit at [ksanders@a2gov.org](mailto:ksanders@a2gov.org). No appointments will be scheduled after April 28, 2015

### **Preparation of Bids**

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

### **Questions or Clarification on ITB Specifications**

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be submitted by April 24, 2015 and should be addressed as follows:  
Specification/Scope of Work questions emailed to Keith Sanders, Asst. Mgr, Wastewater Treatment Services Unit at [ksanders@a2gov.org](mailto:ksanders@a2gov.org).

Bid Process and HR Compliance questions emailed to Mark Berryman, Purchasing Manager at [mberryman@a2gov.org](mailto:mberryman@a2gov.org).

## **Addenda**

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) [www.mitn.info](http://www.mitn.info) and/or City of Ann Arbor web site [www.A2gov.org](http://www.A2gov.org) for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

## **Bid Submission**

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before Monday, May 4, 2015 by 2:00 PM. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) additional Bid copies in a sealed envelope clearly marked: **ITB No. 4386 – Wastewater Treatment Plant – Polymer.**

### **Bids must be addressed and delivered to:**

City of Ann Arbor  
Procurement Unit,  
c/o Customer Service, 1<sup>st</sup> Floor  
301 East Huron Street  
P.O. Box 8647  
Ann Arbor, MI 48107

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

Hand delivered Bids will be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time for submission of bids past the stated due date and time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines in its sole discretion that circumstances warrant it.



## **Award**

The City intends to award a Contract(s) to the lowest responsible Bidder(s). For unit price bids, the contract will be awarded based upon the unit prices and the lump sum prices stated by the bidder. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid as not responsible or non-conforming.

The City intends to issue a purchase order to the selected Bidder. The City Purchase Order terms and conditions have been included. The contract term is to start approximately July 1, 2015 and continue through June 30, 2016 (twelve-month period). The City reserves the right to renew the contract with the selected Bidder for up to three (3) one-year periods provided that by sixty (60) days prior to the end of the original contract term or renewal term (as applicable) written notice of the City's exercise of its extension rights is provided to the Vendor. Extension to be under the same terms and conditions.

## **Official Documents**

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on [www.MITN.info](http://www.MITN.info) and obtain an official Bid.

## **Withdrawal of Bids**

After the time of opening, no Bid may be withdrawn for the period of 60 days specified in the Advertisement. Bid Pricing must be firm through August 30, 2015

## **Human Rights Information**

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in the General Conditions section herein shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the City.

## **Disclosures**

After bids are opened, all information in a submitter's bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) known as the "Freedom of Information Act." The Freedom of Information Act



also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

### **Bid Protest**

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The Bidder must clearly state the reasons for the protest. If a Bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the Bidder to the Purchasing Agent. The Purchasing Agent will provide the Bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

### **Reservation of Rights**

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

**SECTION 2  
CITY OF ANN ARBOR  
STANDARD SPECIFICATIONS  
FOR  
CATIONIC EMULSION POLYMER**

**General:**

As indicated by testing results, only the following two polymers currently meet the WWTP's flow, production, capture, odor, and dosage requirements. As such they will be the only polymers allowed for pricing, no substitutions.

- SNF Polydyne Clarifloc CE-1540
- BASF Corp. Zetag 8846FS (US)

The supplier must be a recognized manufacturer or authorized representative of the product offered and shall be qualified to advise in its use.

The supplier shall be responsible for stocking and inventorying sufficient quantities of all bid items in order to guarantee that all orders placed against the contract be delivered complete and to the designated delivery site(s) within the time period specified under Lead Time in their bid.

The WWTP must be notified of any modification in the chemical formulation of the polymer by the manufacturer. In such an event, if WWTP staff deem it necessary, the supplier will conduct testing of the re-formulated polymer. The results of the testing will provide evidence of equal or greater effectiveness of the re-formulated polymer with no adverse impact on the WWTP's ability to maintain compliance with all applicable regulations.

**SHIPPING AND DELIVERY REQUIREMENTS:**

Deliveries are to be made with 4,000-5,000 gallon tank trucks equipped with compressors. End-of-season orders may require delivery of the polymer in standard 330 gallon, chemical bulk totes.

Normal delivery will be accepted between 8:00 a.m. and 12:00 p.m., 1:00 p.m. to 5:00 p.m., Monday through Friday only, unless prior arrangements are made and are acceptable to the WWTP supervisor on duty.

**SPILLAGE AND CLEANUP:**

In the event of spillage of the polymer caused by the supplier or its representative, for example, lack of proper equipment to unload, carelessness, etc, it will be the supplier's responsibility to bear all subsequent cleanup costs.

**FREIGHT CHARGES:**

Freight charges to the City of Ann Arbor shall be included in the unit cost of the bid item.

**Other Items:** Less than 30 days, E. O. M., Proximo, etc. will not be considered in determining the award of the Contract.


**Please Check:** We have read the specifications and associated conditions thoroughly.

Yes      ( ) No

Are all exceptions to the specifications properly outlined?

Yes      ( ) No

**Certification:** We hereby certify that the Cationic emulsion polymer provided will meet or exceed the specifications in every respect.



Authorized Representative's Signature

Boyd Stanley, Business Manager

Printed Name

**References:** Please list at least three (3) companies or public agencies for whom you have performed similar work.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
1. Buffalo Sewer Authority	90 W. Ferry St., Buffalo, NY 14213-1799	Michael Letina	716-883-1820
2. Louisville Metro. S.D.	4522 Algonquin PKWY Louisville, KY 40211	Robert Bates	502-540-6733
3. Metropolitan Council	2400 Childs Rd. St. Paul, MN 55106	Alex Koo	651-602-8116

### SECTION 3: INSURANCE

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s).

A. The certificates of insurance shall meet the following minimum requirements.

1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident

Bodily Injury by Disease - \$500,000 each employee

Bodily Injury by Disease - \$500,000 each policy limit

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, or Pollution. Limited Pollution endorsement is allowed if Broadened Pollution Liability Coverage is included in the Motor Vehicle Liability Insurance. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or  
Property Damage Liability, or both combined

\$2,000,000 Per Job General Aggregate

\$1,000,000 Personal and Advertising Injury

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined. Pollution Liability – Broadened Coverage Required

4. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

B. Insurance required under A.2 and A.3 above of this contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

C. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

**SECTION 4: BID FORM**

*All Bidders shall submit pricing in the format requested herein.*

**SNF Polydyne Clarifloc CE-1540**

Polymer	BULK	\$ <u>0.795</u> /POUND
FREIGHT		\$ <u>Included</u> /POUND
TOTAL DELIVERED COST		\$ <u>0.795</u> /POUND

**BASF Corp. Zetag 8846FS (US)**

Polymer	BULK	\$ <u>N/A</u> /POUND
FREIGHT		\$ <u>N/A</u> /POUND
TOTAL DELIVERED COST		\$ <u>N/A</u> /POUND

LEAD TIME FROM ORDER TO DELIVERY:

**SNF Polydyne Clarifloc CE-1540**

- Lead time, 3-7 Days A.R.O.

**BASF Corp. Zetag 8846FS (US)**

- Lead time, N/A

INVOICE TERMS: Discount of 0 % or \$ N/A will be allowed for payment of invoice thirty (30) days from day of delivery and acceptance.

OTHER TERMS: Less than 30 days, E.O.M., Proximo, etc., will not be considered in determining award of contract.

Polymer shall be supplied to the City of Ann Arbor Wastewater Treatment Plant, f.o.b. destination, freight prepaid. Contractor shall be responsible for transferring the product from transport vehicle to the City of Ann Arbor storage vessel. Bidder shall specify minimum shipping amount if any:

Minimum bulk shipment 5,000 gallons

QUANTITY: The annual quantity is approximately **25,000 gallons**. This quantity is for estimating purposes only, not a guarantee of actual usage. Product will be ordered on an "as needed" basis. All prices are to remain firm.



**City of Ann Arbor: General Terms and Conditions**  
The following General Terms and Conditions shall apply.

**Tax Exemption:** The City of Ann Arbor is tax exempt, ID# 38-6004534.

**Acceptance of Contract:** This order is the City's contract to purchase the goods and services described on the reverse front side of this document from the Vendor. The City's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this purchase order. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made part hereof.

**Amendments:** No agreement or understanding to modify this contract shall be binding upon the City unless in writing and signed by the City's authorized agent.

**Delivery:** All prices must be F.O.B. delivery point. Time is of the essence on this contract. If delivery dates cannot be met, the Vendor agrees to advise the City, in writing of the earliest possible shipping date. The City reserves the right to cancel or purchase elsewhere and hold the Vendor accountable.

**Risk of Loss:** Regardless of F.O.B. point, the Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to delivery or acceptance by the City, whichever is later. No such loss, injury, or destruction shall release the Vendor from any obligations hereunder.

**Inspection:** Goods and materials must be properly packaged. Damaged goods and materials will not be accepted. The City reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. All rejected goods shall be returned to the Vendor at no cost to the City, whether the damage is readily apparent at the time of delivery or later. The City's acceptance is conditioned on such inspection.

**Patents and Copyrights:** If an article sold and delivered to the City hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the City, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the City in violation or right under such patent or copyright.

**Uniform Commercial Code:** All applicable portions of the Michigan Uniform Commercial Code shall govern contracts for goods with the City of Ann Arbor; except as modified by contract documents.

**Non-waiver of Rights:** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**Material Safety Data Sheets:** Applicable Material Safety Data Sheets, in compliance with OSHA/MIOSHA hazard communication regulations/standards, must be provided by the Vendor to the City at the time of purchase.

**Assignments:** The Vendor agrees not to assign or transfer this contract or any part thereof without the written consent of the City of Ann Arbor, acting through its authorized representative. Any unauthorized assignment may subject the contractor to immediate termination.

**Laws Governing, Severability:** This contract shall be governed by and construed according to the laws of the State of Michigan. Vendor agrees to submit to the jurisdiction and venue of the Circuit Court of Washtenaw County, MI, or if original jurisdiction is established, the U.S. District Ct. for Eastern District of MI, Southern Division. The Vendor stipulates venues referenced are convenient and waives any claim of non-convenience. If any term herein is found to be ineffective, unenforceable or illegal under any present or future laws, such term shall be fully severable, and the remaining terms shall not be affected and shall remain full force and effect.

**Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage requirements and/or the Davis-Bacon Act as amended.

**Living Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the City of Ann Arbor's Living Wage Ordinance as defined in Chapter 23, Section 1:811-1:821.

**Non-Discrimination:** It shall be the responsibility of the Vendor to comply, when applicable, with, all State, Federal and Local non-discrimination laws, including MCL 37.2209 and Section 9:158 of the City Code.

**Indemnification:** To the fullest extent permitted by law the Vendor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result from any act or omission, associated with the performance of this contract by the Vendor or anyone acting on the Vendor's behalf under this contract. The Vendor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. This indemnity survives delivery and acceptance of the Vendor's goods and services.

**Warranty:** The Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this contract, including any drawings, specifications and standards incorporated herein. In addition, the Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

**Payment Terms:** The City of Ann Arbor's payment terms are net 30. The payment date will be calculated based on the invoice receipt date or delivery date, whichever is later.

**Payments:** All invoices for goods and services shall be emailed to [accountspayable@a2gov.org](mailto:accountspayable@a2gov.org). Mailed invoices shall be addressed to the City of Ann Arbor, Accounts Payable, P.O. Box 8647, Ann Arbor, MI 48107, as indicated on the front of this purchase order. Invoices must include the Vendor's name, phone number, and clearly listed item descriptions, quantities and units of measure. The Vendor acknowledges and understands that invoices not addressed as stated above shall have the net 30 begin once the invoice is received by Accounts Payable.

**Compliance with Laws:** The Vendor certifies that in performing this contract it will comply with all applicable provisions of Federal, State and Local laws, regulations, rules and orders.

**Termination for Cause:** In the event the Vendor fails, at any time, to comply with, fully perform or strictly adhere to any covenant, condition or representation contained within the contract, the City shall have the right to give written notice to Vendor of such failure. If such failure is not cured to the City's satisfaction within ten (10) business days from the time of delivery to Vendor of such notice, the City shall have the right to terminate immediately without the requirement of a further notice.



**Vendor Conflict of Interest Disclosure Form**

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

**Certification:** I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

<b>Vendor Name</b>	<b>Vendor Phone Number</b>
Polydyne Inc.	912-880-2035
<b>Conflict of Interest Disclosure *</b>	
Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee _____ <input type="checkbox"/> Interest in vendor's company _____ <input type="checkbox"/> Other _____

\*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that the information provided is true and correct by my signature below:

 Signature of Vendor Authorized Representative	4/28/15 Date	Boyd Stanley, Business Manager Printed Name of Vendor Authorized Representative
---	-----------------	--

**PROCUREMENT USE ONLY**

- Yes, named employee was involved in Bid / Proposal process.  
 No, named employee was not involved in procurement process or decision.



WRITTEN CONSENT OF THE BOARD OF DIRECTORS  
OF POLYDYNE INC.

The undersigned, being all of the directors of Polydyne, Inc., a Delaware corporation (the "Corporation"), hereby approve and adopt the following resolutions by written consent:

Municipal Contract Authorization


RESOLVED, that Boyd Stanley, René Pich, Peter Nichols, James R. Carlson, 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

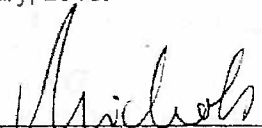
RESOLVED, that Boyd Stanley, René Pich, Peter Nichols, James R. Carlson, Mark Schlag, Bobby Wise and Ken Luke be and hereby are authorized and empowered to execute and deliver, in the name of and on behalf of the Corporation, all documents, instruments, certificates, agreements and papers as he may deem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

RESOLVED, that the President, Senior Vice President, Vice President, Secretary, Treasurer, and Assistant Secretary or Director 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

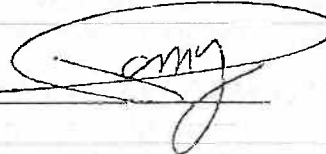
RESOLVED, that the authorizations granted under these resolutions shall expire on January 28, 2017.

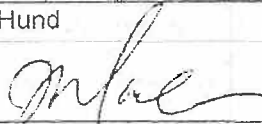
IN WITNESS WHEREOF, the undersigned, constituting all of the directors of the Corporation, have executed this Consent the 28th day of January, 2015.

  
\_\_\_\_\_  
René Pich

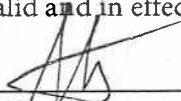
  
\_\_\_\_\_  
Peter Nichols

  
\_\_\_\_\_  
René Hund

  
\_\_\_\_\_  
Pascal Remy

  
\_\_\_\_\_  
James R. Carlson

I attest to 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  
Date: 4/28/2015

# SAFETY DATA SHEET

## 1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND THE COMPANY

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**Product name:** CLARIFLOC CE-1540

**Company:** Polydyne Inc.  
Riceboro, GA 31323  
PO Box 279  
United States

**Telephone:** 1-800-848-7659  
**Telefax:** (912)-884-8770  
**E-mail:** -

**Emergency telephone number:** 1-800-424-9300

**Product Use:** Processing aid for industrial applications.

## 2. HAZARDS IDENTIFICATION

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**Appearance and Odor:**

**Form:** Viscous liquid

**Color:** Milky

**Odor:** Aliphatic

**Potential Health Effects:**

See Section 11 for more information.

**Eye:** May cause slight irritation.

**Skin:** Slightly irritating.

**Potential Physical/Chemical Effects:**

Spills produce extremely slippery surfaces.

**OSHA Regulatory Status:**

This material is not considered hazardous in accordance with OSHA 29 CFR 1910.1200.

**Potential Environmental Effects:**

None. See Section 12 for more information.

**Other information** No information available.

## 3. COMPOSITION/INFORMATION ON INGREDIENTS

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**Identification:**

Cationic water-soluble polymer in emulsion.

**Regulated Components:**

Chemical Name	CAS Number:	Concentration/ -range:
Distillates (petroleum), hydrotreated light	64742-47-8	20 - 30%
Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched	69011-36-5	< 5%
Adipic acid	124-04-9	< 2%

**4. FIRST AID MEASURES**

**Inhalation:** Move to fresh air immediately.

**Skin contact:** Wash off immediately with soap and plenty of water. In case of persistent skin irritation, consult a physician.

**Eye contact:** Rinse thoroughly with plenty of water, also under the eyelids. Get medical attention.

**Ingestion:** Rinse mouth with water. Do not induce vomiting. Call a physician immediately.

**5. FIRE FIGHTING MEASURES**

**Suitable extinguishing media:** Water. Water spray. Foam. Carbon dioxide (CO<sub>2</sub>). Dry powder.

**Unsuitable extinguishing media:** None.

**Precautions:** Spills produce extremely slippery surfaces.

**Special protective equipment for firefighters:** No special protective equipment required. Wear self contained breathing apparatus for fire fighting if necessary.

**Specific methods:** Keep personnel removed and upwind of fire.

**Specific hazards:** In the event of fire the following can be released: Carbon Oxides. Nitrogen Oxides. Hydrogen chloride. Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

**Flash point (°C):** Does not flash.

**Autoignition temperature (°C):** Not applicable.

**6. ACCIDENTAL RELEASE MEASURES**

**Personal precautions:** No special precautions required. Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection). Keep people away from spill/leak.

**Environmental precautions:** As with all chemical products, do not flush into surface water.

**Methods for cleaning up:** Do not flush with water. Dam up. Soak up with inert absorbent material. If liquid has been spilt in large quantities clean up promptly by scoop or vacuum. Keep in suitable and closed containers for disposal. After cleaning, flush away traces with water.

**7. HANDLING AND STORAGE**



**Handling:** Avoid contact with skin and eyes. When preparing the working solution ensure there is adequate ventilation. When using do not smoke.

**Storage:** Keep in a dry cool place (0 - 30 °C). Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material.

**Technical measures/Precautions:** No special precautions required.

**Incompatible products:** Oxidising agents.

**Technical measures/Storage conditions:** No special storage conditions required.

## 8. EXPOSURE CONTROLS / PERSONAL PROTECTION

**Engineering measures:** Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

**Personal protective equipment:**

**Respiratory protection:** Not required ; except in case of aerosol formation.

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

**Eye protection:** Safety glasses with side-shields. Do not wear contact lenses where this product is used.

**Skin and body protection:** Chemical resistant apron or protective suit if splashing or repeated contact with solution is likely.

**Hygiene measures:** Wash hands before breaks and at the end of workday. When using do not eat, drink or smoke. Handle in accordance with good industrial hygiene and safety practice.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

<b>Form:</b>	Viscous liquid
<b>Color:</b>	Milky
<b>Odor:</b>	Aliphatic
<b>pH:</b>	4 - 6 @ 5 g/L
<b>Specific Gravity:</b>	1.0 - 1.1
<b>Melting point/range (°C):</b>	< 5
<b>Flash point (°C):</b>	Does not flash.
<b>Boiling point (°C):</b>	> 100
<b>Autoignition temperature (°C):</b>	Not applicable.
<b>Vapor pressure (mm Hg):</b>	2.3 kPa @ 20°C
<b>Viscosity (mPa.s):</b>	See Technical Bulletin
<b>Water solubility:</b>	Completely miscible
<b>LogPow:</b>	Not applicable.

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Kinematic viscosity @ 40°C (mm<sup>2</sup>/s): > 20.5

## 10. STABILITY AND REACTIVITY

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**Conditions to avoid:** Avoid extremes of temperature. Protect from light, moisture and damage.

**Stability:** Stable. Hazardous polymerisation does not occur.

**Materials to avoid:** Oxidizing agents may cause exothermic reactions.

**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).

## 11. TOXICOLOGICAL INFORMATION

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### Product Information

**Acute toxicity:**

**Oral:** LD50/oral/rat > 5000 mg/kg

**Dermal:** LD50/dermal/rat > 5000 mg/kg

**Inhalation:** The product is not expected to be toxic by inhalation.

**Irritation:**

**Skin:** Slightly irritating.

**Eyes:** May cause slight eye irritation.

**Sensitization:** Not sensitizing.

**Mutagenicity:** Not mutagenic.

**Carcinogenicity:** Not carcinogenic.

**Reproductive effects:** Not toxic for reproduction.

**Chronic toxicity:** No chronic effects.

**Other information:** Due to the viscosity, this product does not present an aspiration hazard.

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### Component Information

#### Distillates (petroleum), hydrotreated light

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**Acute toxicity:**

**Oral:** LD50/oral/rat > 5000 mg/kg (OECD 401)

**Dermal:** LD50/dermal/rabbit > 5000 mg/kg (OECD 402)

**Inhalation:** LC50/inhalation/4 h/rat = 4951 mg/m<sup>3</sup> (OECD 403)

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**Irritation:**

**Skin:** Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking

**Eyes:** Not irritating. (OECD 405)

**Sensitization:** By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)

**Mutagenicity:** Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)

**Carcinogenicity:** Carcinogenicity study in rats (OECD 451): Negative

**Reproductive effects:** By analogy with similar substances, this substance is not expected to be toxic for reproduction.  
NOAEL/rat – 300 ppm (OECD 421)

**Chronic toxicity:** No chronic effects.

**Other information:** May be fatal if swallowed and enters airways.

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

**Acute toxicity:**

**Oral:** LD50/oral/rat = 200 - 300 mg/kg

**Dermal:** LD50/dermal/rabbit > 2000 mg/kg

**Inhalation:** No data available.

**Irritation:**

**Skin:** Not irritating

**Eyes:** Causes serious eye irritation

**Sensitization:** The results of testing on guinea pigs showed this material to be non-sensitizing.

**Mutagenicity:** Not mutagenic.

**Carcinogenicity:** Not carcinogenic.

**Reproductive effects:** Two-Generation Reproduction Toxicity (OECD 416)  
NOAEL/rat > 250 mg/kg/day Prenatal Development Toxicity Study (OECD 414)  
NOAEL/Maternal toxicity/rat > 50 mg/kg/day  
NOAEL/Developmental toxicity/rat > 50 mg/kg/day

**Chronic toxicity:** NOAEL/oral/rat/600 days = 50 mg/kg/day

**Adipic acid**

**Acute toxicity:**

**Oral:** LD50/oral/rat > 2000 mg/kg

---

**Dermal:** LD50/dermal/rabbit > 2000 mg/kg

**Inhalation:** LC0/inhalation/4 h/rat > 7.7 mg/L

**Irritation:**

**Skin:** Slightly irritating

**Eyes:** Not irritating. (OECD 405)

**Sensitization:** Not sensitizing.

**Mutagenicity:** Negative in the In vitro Mammalian Cell Gene Mutation Test (OECD 476).

**Carcinogenicity:** Not carcinogenic.

**Reproductive effects:** Not toxic for reproduction.

**Chronic toxicity:** No chronic effects.

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## 12. ECOLOGICAL INFORMATION

### Product Information

**Aquatic toxicity:**

**Toxicity to fish:** LC50/Fish/96 hours = 10 - 100 mg/L (Estimated)

**Toxicity to daphnia:** EC50/Daphnia/48 hours = 10 - 100 mg/L (Estimated)

**Toxicity to algae:** Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.

**Environmental fate:**

**Persistence and degradability:** Readily biodegradable.

**Hydrolysis:** At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.

**Bioaccumulation:** The product is not expected to bioaccumulate.

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**LogPow:** Not applicable.

**LogKow:** Not determined.

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### Component Information

**Distillates (petroleum), hydrotreated light**

**Acute toxicity to fish:**

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**Toxicity to fish:** LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L (OECD 203)

**Toxicity to daphnia:** EC0/Daphnia magna/48 hours > 1000 mg/L (OECD 202)

**Toxicity to algae:** IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L (OECD 201)

**Environmental fate:**

**Persistence and degradability:** Readily biodegradable.

**Hydrolysis:** Does not hydrolyse.

**Bioaccumulation:** The product is not expected to bioaccumulate.

**LogPow:** 3 - 6

**LogKow:** Not determined.

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

**Toxicity to fish:** LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203)

**Toxicity to daphnia:** EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202)

**Toxicity to algae:** IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)

**Environmental fate:**

**Persistence and degradability:** Readily biodegradable. > 60% / 28 days (OECD 301 B)

**Hydrolysis:** Does not hydrolyse.

**Bioaccumulation:** No data available

**LogPow:** > 3

**LogKow:** Koc > 5000

**Adipic acid**

**Aquatic toxicity:**

**Toxicity to fish:** LC0/Danio rerio/96 hours >= 1000 mg/L

**Toxicity to daphnia:** EC50/Daphnia magna/48 hours = 46 mg/L (OECD 202)

**Toxicity to algae:** IC50/Selenastrum capricornutum/72 hours = 59 mg/L (OECD 201)

**Environmental fate:**

**Persistence and degradability:** Readily biodegradable. > 70% / 28 days (OECD 301 D)

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**Hydrolysis:** Does not hydrolyse.

**Bioaccumulation:** The product is not expected to bioaccumulate.

**LogPow:** 0.093 @ 25°C, pH 3.3

**LogKow:** Not determined.

### 13. DISPOSAL CONSIDERATIONS

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**Disposal:** Dispose of in accordance with local, state and federal regulations.

**Container:** Rinse empty containers with water and use the rinse water to prepare the working solution. Can be landfilled or incinerated, when in compliance with local, state and federal regulations.

### 14. TRANSPORT INFORMATION

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**DOT:**

Not classified as dangerous in the meaning of DOT regulations.

**IMDG/IMO:**

Not classified as dangerous in the meaning of IMO/IMDG regulations.

**ICAO/IATA:**

Not classified as dangerous in the meaning of ICAO/IATA regulations.

### 15. REGULATORY INFORMATION

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**Product Information**

**US SARA Reporting Requirements:**

**RCRA status :** Not RCRA hazardous.

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

**California Proposition 65 Information:** WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide.

**Adipic acid**

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**CWA-Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:** 5000 lbs.

**CERCLA Hazardous Substances List (40 CFR 302.4) Reportable Quantity:** 5000 lbs.

**International Inventories:**

**USA (TSCA):** All components of this product are either listed on the inventory or are exempt from listing.

**Canada (DSL):** All components of this product are either listed on the inventory or are exempt from listing.

**China (IECSC):** All components of this product are either listed on the inventory or are exempt from listing.

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**Irritation:**

**Skin:** Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking

**Eyes:** Not irritating. (OECD 405)

**Sensitization:** By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)

**Mutagenicity:** Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)

**Carcinogenicity:** Carcinogenicity study in rats (OECD 451): Negative

**Reproductive effects:** By analogy with similar substances, this substance is not expected to be toxic for reproduction.  
NOAEL/rat = 300 ppm (OECD 421)

**Chronic toxicity:** No chronic effects.

**Other information:** May be fatal if swallowed and enters airways.

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

**Acute toxicity:**

**Oral:** LD50/oral/rat = 200 - 300 mg/kg

**Dermal:** LD50/dermal/rabbit > 2000 mg/kg

**Inhalation:** No data available.

**Irritation:**

**Skin:** Not irritating.

**Eyes:** Causes serious eye irritation

**Sensitization:** The results of testing on guinea pigs showed this material to be non-sensitizing.

**Mutagenicity:** Not mutagenic.

**Carcinogenicity:** Not carcinogenic.

**Reproductive effects:** Two-Generation Reproduction Toxicity (OECD 416)  
NOAEL/rat > 250 mg/kg/day Prenatal Development Toxicity Study (OECD 414)  
NOAEL/Maternal toxicity/rat > 50 mg/kg/day  
NOAEL/Developmental toxicity/rat > 50 mg/kg/day

**Chronic toxicity:** NOAEL/oral/rat/600 days = 50 mg/kg/day

**Adipic acid**

**Acute toxicity:**

**Oral:** LD50/oral/rat > 2000 mg/kg

---

**Dermal:** LD50/dermal/rabbit > 2000 mg/kg

**Inhalation:** LC0/inhalation/4 h/rat > 7.7 mg/L

**Irritation:**

**Skin:** Slightly irritating

**Eyes:** Not irritating. (OECD 405)

**Sensitization:** Not sensitizing.

**Mutagenicity:** Negative in the In vitro Mammalian Cell Gene Mutation Test (OECD 476).

**Carcinogenicity:** Not carcinogenic.

**Reproductive effects:** Not toxic for reproduction.

**Chronic toxicity:** No chronic effects.

## 12. ECOLOGICAL INFORMATION

---

### Product Information

**Aquatic toxicity:**

**Toxicity to fish:** LC50/Fish/96 hours = 10 - 100 mg/L (Estimated)

**Toxicity to daphnia:** EC50/Daphnia/48 hours = 10 - 100 mg/L (Estimated)

**Toxicity to algae:** Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.

**Environmental fate:**

**Persistence and degradability:** Readily biodegradable.

**Hydrolysis:** At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.

**Bioaccumulation:** The product is not expected to bioaccumulate.

**LogPow:** Not applicable.

**LogKow:** Not determined.

### Component Information

**Distillates (petroleum), hydrotreated light**

**Acute toxicity to fish:**

---

**Toxicity to fish:** LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L (OECD 203)

**Toxicity to daphnia:** EC0/Daphnia magna/48 hours > 1000 mg/L (OECD 202)

**Toxicity to algae:** IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L (OECD 201)

**Environmental fate:**

**Persistence and degradability:** Readily biodegradable.

**Hydrolysis:** Does not hydrolyse.

**Bioaccumulation:** The product is not expected to bioaccumulate.

**LogPow:** 3 - 6

**LogKow:** Not determined.

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

**Toxicity to fish:** LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203)

**Toxicity to daphnia:** EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202)

**Toxicity to algae:** IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)

**Environmental fate:**

**Persistence and degradability:** Readily biodegradable. > 60% / 28 days (OECD 301 B)

**Hydrolysis:** Does not hydrolyse.

**Bioaccumulation:** No data available

**LogPow:** > 3

**LogKow:** Koc > 5000

**Adipic acid**

**Aquatic toxicity:**

**Toxicity to fish:** LC0/Danio rerio/96 hours >= 1000 mg/L

**Toxicity to daphnia:** EC50/Daphnia magna/48 hours = 46 mg/L (OECD 202)

**Toxicity to algae:** IC50/Selenastrum capricornutum/72 hours = 59 mg/L (OECD 201)

**Environmental fate:**

**Persistence and degradability:** Readily biodegradable. > 70% / 28 days (OECD 301 D)

---

**Hydrolysis:** Does not hydrolyse.

**Bioaccumulation:** The product is not expected to bioaccumulate.

**LogPow:** 0.093 @ 25°C, pH 3.3

**LogKow:** Not determined.

### 13. DISPOSAL CONSIDERATIONS

---

**Disposal:** Dispose of in accordance with local, state and federal regulations.

**Container:** Rinse empty containers with water and use the rinse water to prepare the working solution. Can be landfilled or incinerated, when in compliance with local, state and federal regulations.

### 14. TRANSPORT INFORMATION

---

**DOT:**

Not classified as dangerous in the meaning of DOT regulations.

**IMDG/IMO:**

Not classified as dangerous in the meaning of IMO/IMDG regulations.

**ICAO/IATA:**

Not classified as dangerous in the meaning of ICAO/IATA regulations.

### 15. REGULATORY INFORMATION

---

**Product Information**

**US SARA Reporting Requirements:**

**RCRA status :** Not RCRA hazardous.

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

**California Proposition 65 Information:** WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide.

**Adipic acid**

---

**CWA-Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:** 5000 lbs.

**CERCLA Hazardous Substances List (40 CFR 302.4) Reportable Quantity:** 5000 lbs.

**International Inventories:**

**USA (TSCA):** All components of this product are either listed on the inventory or are exempt from listing.

**Canada (DSL):** All components of this product are either listed on the inventory or are exempt from listing.

**China (IECSC):** All components of this product are either listed on the inventory or are exempt from listing.

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**European Union (REACH):** All components of this product have been registered or pre-registered with the European Chemicals Agency or are exempt from registration.

**Australia (AICS):** All components of this product are either listed on the inventory or are exempt from listing.

**Japan (ENCS):** All components of this product are either listed on the inventory or are exempt from listing.

**Korea (ECL):** All components of this product are either listed on the inventory or are exempt from listing.

**Philippines (PICCS):** All components of this product are either listed on the inventory or are exempt from listing.

**Taiwan (CSNN):** All components of this product are either listed on the inventory or are exempt from listing.

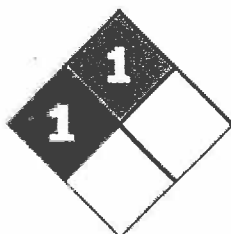
**New Zealand (NZIoC):** All components of this product are either listed on the inventory or are exempt from listing.

## 16. OTHER INFORMATION

### NFPA and HMIS Ratings :

#### NFPA:

Health:	1
Flammability:	1
Instability:	0



#### HMIS:

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

### This MSDS was prepared in accordance with the following:

ISO 11014-1: Material Safety Data Sheet for Chemical Products  
ANSI Z400.1-2004; Material Safety Data Sheets - Preparation

Revision Number: 14.01a

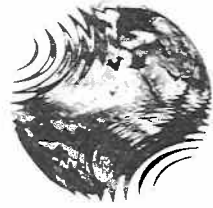
ENCC001

The data in this Material Data Sheet relates only to the specific material designated herein and does not relate to use in combination with any other material or in any process. This information is based upon technical information believed to be reliable. It is subject to revision as additional knowledge and experience is gained. This information is based upon technical information believed to be reliable. It is subject to revision as additional knowledge and experience is gained. The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

**SAFETY DATA SHEET  
CLARIFLOC CE-1540**

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**TABULATIONS FOR BID**

**To: City of Ann Arbor**

**State: MI**

**From: Polydyne Inc.**

**Fax No. (912) 880-2078**

**Opened: 5/4/15**

**Email: PolyBidDpt@snfhc.com**

**Subject: ITB No. 4386**

Please provide us with tabulations on the subject bid by filling out this form or attaching your tabulations form to it. A self-addressed stamped envelope is included for your use. If possible, please fax us these tabulations to the above referenced number.

**Awarded: YES/NO**

(circle one)

If YES, indicate awarded vendor with an \*

If NO, indicate expected date of award.

Participants	Product Code	Price/Unit
Polydyne	Clarifloc CE-1540	\$0.795/Lb.

Thank you for your assistance.

Sincerely,

*Kimberly Fleming*

Kimberly Fleming  
Bids & Contracts Department

Database ID: 115-124