

COPY

CITY OF ANN ARBOR  
INVITATION TO BID



WasteWater Treatment Plant Chemical Bid  
Cationic Polymer

**ITB No. 4579**

**Due Date: May 8, 2019 at 2:00 PM (Local Time)**

Wastewater Treatment Services

Issued By:

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



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*City of Ann Arbor Standard Purchase Order Terms and Conditions*

*City of Ann Arbor Vendor Conflict of Interest Disclosure Form*

*City of Ann Arbor Non-Discrimination Ordinance Declaration Form and Notice*



## INSTRUCTIONS TO BIDDERS

### General

The City of Ann Arbor's Procurement Office is soliciting bids for the purchase of approximately 20,000 gallons of Cationic Emulsion Polymer based on the specifications provided herein.

Each bidder shall provide the City of Ann Arbor with a complete copy of the U.S. Department of Occupational Safety & Health Administration Safety Data Sheet (SDS) for each product bid.

The pricing provided for this ITB shall be firm for two (2) years. Upon mutual agreement between the City and the vendor the pricing provided in this ITB may be extended for three (3) additional one (1) year periods not to exceed five (5) years in total. Any price adjustments in shall be tied to the producer price index for basic chemical manufacturing (PPI code 3251) and renewals will be evaluated if they are in the best interest of the City.

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

### 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. No alternative bid will be considered unless alternative bids are specifically requested. If alternatives are requested, any deviation from the specification must be fully described, in detail on a clearly marked "Alternate" section of Bid form.

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.

### Site Inspection

Prior to Monday April 23, 2019, a bidder may inspect the City's site and equipment. Inspections are highly encouraged and are by appointment only during business hours (8:00 a.m. to 3:00 p.m). Appointments can be scheduled by email to Sarah Page, Drinking Water Quality Manager, Water Treatment Services Unit at [SPage@a2gov.org](mailto:SPage@a2gov.org). No appointments will be scheduled after April 23, 2019.

### Questions or Clarifications / Designated City Contacts

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 due on or before **April 26, 2019 @ 10:00 a.m.** and should be addressed as follows:

Specification/Scope of Work questions emailed to Keith Sanders, Assistant Manager, WasteWater Treatment Services Unit at [ksanders@a2gov.org](mailto:ksanders@a2gov.org)  
Bid Process and Compliance questions emailed to Colin Spencer, [CSpencer@a2gov.org](mailto:CSpencer@a2gov.org)

Any error, omissions or discrepancies in the specification discovered by a prospective contractor



and/or service provider shall be brought to the attention of Colin Spencer at cspencer@a2gov.org after discovery as possible. Further, the contractor and/or service provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

## 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 and/or City of Ann Arbor web site 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 **May 8, 2019 before 2:00pm (local time)**. 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) Bid copy in a sealed envelope clearly marked: ITB# 4579 - Cationic Polymer.**

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

City of Ann Arbor  
Procurement Unit,  
c/o Customer Services, 1<sup>st</sup> Floor  
301 East Huron Street  
Ann Arbor, MI 48104

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

**The following forms provided within this ITB Document must be included in submitted bids.**

- **Vendor Conflict of Interest Disclosure Form**
- **City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance**

**Bids that fail to provide these completed forms listed above upon bid opening will be rejected as non-responsive and will not be considered for award.**

Hand delivered bids will be date/time stamped/signed by the Procurement Unit or City Customer Service 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/Purchase Order to the lowest responsible Bidder(s) providing the best value to the City. The City may, at its sole discretion, award line-by-line in the best interest of value to the City.

Responsible bidder means a bid submitted, which conforms in all aspects of the requirements set forth in the invitation to bid. All aspects could include references, past experience, past performance, and qualifications.

## **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.

## **Taxes**

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid figure(s). The City will furnish the successful bidder with tax exemption certificates when requested.

## **Withdrawal of Bids**

After the time of opening, no Bid may be withdrawn for the period of one-hundred and twenty (120) days.

## **Non-Discrimination Requirements**

All contractors proposing to do business with the City shall satisfy the non-discrimination 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 shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

## **Conflict Of Interest Disclosure**

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached.

## **Debarment**

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.



## 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.

*Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by the Offeror to initiate contact with anyone other than the Designated City Contacts provided herein that the prospective Offeror believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.*

## Cost Liability

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a contract with the City. By submitting a bid, a bidder agrees to bear all costs incurred or related to the preparation, submission and selection process for the bid.

## 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.

## Environmental Commitment

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City's commitment to the environment.

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

## Chemical Delivery or Supply Insurance Requirements

Insurance: Vendor shall procure and maintain the following insurance during the term of this contract and its performance:

**(1) Worker's compensation insurance as required by law; and automobile (all vehicles) insurance with \$1,000,000 limit;**

(2) Commercial general liability insurance with products/completed-operations coverage, written on a per occurrence basis with \$1,000,000 in coverage per occurrence and **\$2,000,000** per job/location aggregate;

(3) Umbrella liability insurance over all other required insurance, written on a per occurrence



basis with \$5,000,000 limit;

**(4) Contractor pollution liability insurance, written on a per occurrence basis, with \$5,000,000 limit including Products pollution liability and Transportation pollution liability.**

For all required insurance, the City shall be named an additional insured without added exclusions or limiting endorsements that diminish the City's protections. Further, all insurers shall be authorized to do business in Michigan, and shall carry and maintain a minimum rating of "A-" from A.M. Best and Co., with a minimum financial size category of "V." All required insurance shall be primary to any insurance the City has (including self-insured retention), and any insurance or retention the City has shall not be required to contribute. For itself and all of its insurers, vendor waives its right to recover against the City for liabilities for which the City has insurance. Vendor shall furnish to the City endorsements from its insurers unconditionally entitling the City to 30-days' notice of cancellation or non-renewal, except that in the case of cancellation or non-renewal due to non-payment of premiums, 10-days' notice is sufficient. Vendor shall furnish the City proof of its compliance with these insurance requirements upon demand, through City-approved means (currently MyCOL). Compliance with this section is a condition of City's payment to vendor. Vendor should add [registration@mycoitracking.com](mailto:registration@mycoitracking.com) to its safe-senders list.



**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 requirements, Vendor Conflict of Interest Form, Instructions to Bidders, Bid Forms, Purchase Order Terms and Conditions, General Conditions, Detailed Specifications, and all Addenda, and understands them. The Bidder declares that it conducted a full investigation of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance.

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.

No Addenda issued.

*In accordance with these bid documents, and Addenda numbered \_\_\_\_\_, the undersigned, as Bidder, proposes to deliver to the City all product/services herein described for the amounts set forth in the Bid Forms.*

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

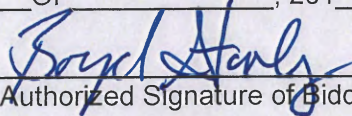
Bidder further agrees that the cited provisions of Chapter 14 form a part of this Contract.

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.

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 DAY 3<sup>rd</sup> OF May, 2019.

Polydyne Inc.  
Bidder's Name  
One Chemical Plant Rd.  
Riceboro, GA 31323  
Official Address  
(912) 880-2035  
Telephone Number

  
Authorized Signature of Bidder  
Boyd Stanley, Vice-President  
(Print Name of Signer Above)  
polybiddpt@snfhc.com  
Email Address for Award Notice







## **SPECIFICATIONS**

### **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. Start of season and end of season orders may require delivery of the polymer in standard 330 gallon, chemical bulk totes. Estimated number of bulk deliveries between 3-5 orders per year.

Bulk deliveries of 4,000-5,000 gallons will require driver to hook up to a 3" MALE quick connect cam-lock fitting, tank truck will be no closer than 5 feet to loading point.

Normal delivery will be accepted between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday (excluding holidays), 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.

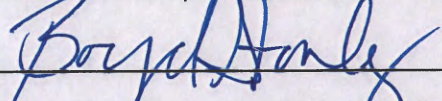
**Please Check:** We have read the specifications and associated conditions thoroughly.

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, Vice-President

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.	L.A. CO. SAN. DIST.	24501 SOUTH FIGUEROA ST. WHITTIER, CA 90601	MALIKA JONES	(310) 830-2400
2.	LOUISVILLE M.S.D.	4522 ALGONQUIN PARKWAY LOUISVILLE, KY 40211	ROBIN BURCH	(502) 372-7646
3.	CITY OF ATLANTA	2440 BOLTON RD. N.W. ATLANTA, GA 30318	DANIEL SABOU	(404) 565-8903



**BID FORM**

**VENDOR NAME:** Polydyne Inc.

*All Bidders shall submit pricing in the format requested*

**SNF Polydyne Clarifloc CE-1540**

Polymer	BULK	\$ <u>1.020</u> /POUND
FREIGHT		\$ <u>included</u> /POUND
TOTAL DELIVERED COST		\$ <u>1.020</u> /POUND

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

Polymer	BULK	\$ <u>No Bid</u> /POUND
FREIGHT		\$ <u>No Bid</u> /POUND
TOTAL DELIVERED COST		\$ <u>No Bid</u> /POUND

**LEAD TIME FROM ORDER TO DELIVERY:**

**SNF Polydyne Clarifloc CE-1540**

- Lead time, 5 - 17 Days A.R.O.

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

- Lead time, No Bid

**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 of 5,000 gallons.

**QUANTITY:** The annual quantity is approximately **20,000 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.



## GENERAL CONDITIONS

### ESTIMATED QUANTITIES

Quantities stated are estimated and not guaranteed. The quantities stated will be used for award purposes only and are based up an average of actual annual usage.

### DOWN PAYMENTS

Any bid proposal submitted which requires a down payment or prepayment of any kind prior to delivery and acceptance of the item, as being in conformance with the specifications will not be considered for award.

### PURCHASE ORDER

The successful bidder will be issued a purchase order from the City of Ann Arbor, which will create a bilateral contract between the City and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with the specifications and the terms and conditions of the purchase order.

The terms and conditions of the Purchase Order are provided herein.

### CONTRACT TERM

The pricing provided for this ITB shall be firm for two (2) years. Upon mutual agreement between the City and the vendor the pricing provided in this ITB may be extended for three (3) additional one (1) year periods not to exceed five (5) years in total. Price increases shall be tied to the producer price index for basic chemical manufacturing (code 3251). The vendor shall provide written notice upon renewal that they intend to exercise the price escalation provision and provide documentation of the calculation of price increase.

The price increase shall be calculated as follows:

Price Increase =

Current Bid Price x

Percentage Difference between PPI Data at Month/Year of ITB Acceptance and Month/Year of Price Increase

PPI Source:

<https://data.bls.gov/PDQWeb/pc>

Example:

Bid Price = \$10/ton

PPI at ITB acceptance (1/1/2015) = 272.8

PPI at Increase Request Date (1/1/2017) = 292.3

Difference as a percentage = 7.1%

New acceptable price = \$10.71



**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 of 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.

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>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 <hr/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

\*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.

<b>I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:</b>		
Polydyne Inc.	(912) 880-2035	
<b>Vendor Name</b>	<b>Vendor Phone Number</b>	
	05/03/19	Boyd Stanley, Vice-President
<b>Signature of Vendor Authorized Representative</b>	<b>Date</b>	<b>Printed Name of Vendor Authorized Representative</b>



**CITY OF ANN ARBOR  
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Polydyne Inc.

Company Name

Signature of Authorized Representative Date

Boyd Stanley, Vice-President

Print Name and Title

One Chemical Plant Rd., Riceboro, GA 31323

Address, City, State, Zip

(912) 880-2035 / polybiddpt@snfhc.com

Phone/Email Address

**Questions about the Notice or the City Administrative Policy, Please contact:**  
Procurement Office of the City of Ann Arbor  
(734) 794-6500



## CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.  
You can review the entire ordinance at [www.a2gov.org/humanrights](http://www.a2gov.org/humanrights).

**Intent:** It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

**Discriminatory Employment Practices:** No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

**Discriminatory Effects:** No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

**Nondiscrimination by City Contractors:** All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be 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.

**Complaint Procedure:** If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at [www.a2gov.org/humanrights](http://www.a2gov.org/humanrights). Then submit it to the Human Rights Commission by e-mail ([hrc@a2gov.org](mailto:hrc@a2gov.org)), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at [hrc@a2gov.org](mailto:hrc@a2gov.org).

**Private Actions For Damages or Injunctive Relief:** To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND  
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.



CERTIFICATE OF INCORPORATION  
OF  
POLYDYNE INC.

FIRST: The name of the Corporation is Polydyne Inc.

SECOND: The address of the Corporation's registered office is Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, State of Delaware 19801, and the name of the registered agent thereat is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the Delaware General Corporation Law.

FOURTH: The Corporation is authorized to issue only one class of shares which shall be designated Common Stock. The total number of such shares which the Corporation is authorized to issue is 1000 and the par value of each such share is \$.01.

FIFTH: The name of the incorporator is Carol B. Stubblefield. The address of the incorporator is Hughes Hubbard & Reed, One Battery Park Plaza, New York, New York 10004.

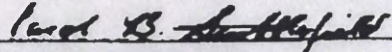
SIXTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, amend or repeal the By-Laws of the Corporation. Election of directors need not be by written ballot unless and to the extent provided in the By-Laws of the Corporation. The number of directors of the Corporation shall be fixed from time to time by or pursuant to the By-Laws of the Corporation.

SEVENTH: No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended after the date of this Certificate of Incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

Neither the amendment nor repeal of this Article SEVENTH, nor the adoption of any provision of this Certificate of Incorporation or By-Laws or of any statute inconsistent with this Article SEVENTH, shall eliminate or reduce the effect of this Article SEVENTH in respect of any acts or omissions occurring prior to such amendment, repeal or adoption of an inconsistent provision.



The undersigned has executed this Certificate of Incorporation this 21<sup>st</sup> day of August, 1995.

  
\_\_\_\_\_  
Carol B. Stubblefield  
Incorporator



**LARA** Corporations  
Online Filing System  
Department of Licensing and Regulatory Affairs

ID Number: 802252881

[Request certificate](#)

[New search](#)

Summary for: POLYDYNE INC.

The name of the FOREIGN PROFIT CORPORATION: POLYDYNE INC.

Entity type: FOREIGN PROFIT CORPORATION

Identification Number: 802252881

Date of Qualification in Michigan: 11/05/2018

Incorporated under the laws of: the state of Delaware

Purpose:

Term: Perpetual

Most Recent Annual Report:

Most Recent Annual Report with Officers & Directors:

**The name and address of the Resident Agent:**

Resident Agent Name: NATIONAL REGISTERED AGENTS, INC.

Street Address: 40600 ANN ARBOR ROAD E STE 201

Apt/Suite/Other:

City: PLYMOUTH State: MI Zip Code: 48170

**Registered Office Mailing address:**

P.O. Box or Street Address:

Apt/Suite/Other:

City: State: Zip Code:

Acts Subject To: 284-1972 Business Corporation Act

Total Authorized Shares	Shares Attributable to Michigan	Most Recent Apportionment %	Year Ending
1,000	60,000		

**View filings for this business entity:**

- ALL FILINGS**
- ANNUAL REPORT/ANNUAL STATEMENTS
- CERTIFICATE OF CORRECTION
- CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR RESIDENT AGENT
- RESIGNATION OF RESIDENT AGENT
- CERTIFICATE OF ASSUMED NAME

[View filings](#)

Comments or notes associated with this business entity:



[LARA FOIA Process](#)   [Transparency](#)   [Office of Regulatory Reinvention](#)   [State Web Sites](#)

[Michigan.gov Home](#)   [ADA](#)   [Michigan News](#)   [Policies](#)

Copyright 2019 State of Michigan



## Use Tax Registration Notice

POLYDYNE INC  
1 CHEMICAL PLANT RD  
RICEBORO, GA 31323-3253

Below is your Use Tax Registration. Treasury uses your Federal Employer Identification Number (FEIN) as your use tax account number whenever possible. If you do not have an FEIN, Treasury has assigned you a 7-digit number beginning with TR. If you file from multiple locations, Treasury has assigned you a 7-digit number beginning with ME.

If there is a change in the ownership of your business, your business address or your FEIN, immediately notify the Michigan Department of Treasury, Registration Section, Lansing, MI 48922, at (517) 636-6925. This registration will continue in force unless there are changes in ownership or noncompliance with requirements of the Use Tax Act.

CUT ALONG THIS LINE

394 (Rev. 4-06)

STATE OF MICHIGAN  
DEPARTMENT OF TREASURY

POLYDYNE INC  
1 CHEMICAL PLANT RD  
RICEBORO, GA 31323-3253

Use Tax  
License

ACCOUNT NUMBER  
34-1810283

710000	0599	85	51	00001	12	Q
Tax Codes	Type	Co-City	K	Loc.	Seas. Months	Fiscal F

Issued under authority of P.A. 167 of 1933, as amended.





## Sales Tax Registration Notice

POLYDYNE INC  
1 CHEMICAL PLANT RD  
RICEBORO, GA 31323

Your annual  
return is due  
February 28

Below is your Sales Tax License. This license should be displayed in your place of business.

Treasury uses your Federal Employer Identification Number (FEIN) as your sales tax account number whenever possible. If you do not have an FEIN, Treasury has assigned you a 9 character account number beginning with "TR" and followed by a 7-digit number.

You should notify the Michigan Department of Treasury of changes to your business ownership, business address or federal employer number. You can complete these changes using Michigan Treasury Online (MTO) by visiting [www.michigan.gov/mtobusiness](http://www.michigan.gov/mtobusiness). You can access your existing MTO account or you will need to register your business to begin using Treasury's electronic services.

Effective with the mailing of this license, Treasury will no longer mail multiple licenses for businesses with more than one location. You may photocopy the license below as needed, or you may access your MTO account to print additional copies.

Note: The expiration date for the sales tax license is changed to December 31 and coincides with the calendar year it is issued for.

CUT ALONG THIS LINE

164 (Rev. 4-06)

STATE OF MICHIGAN  
DEPARTMENT OF TREASURY

Sales Tax  
License

POLYDYNE INC  
1 CHEMICAL PLANT RD  
RICEBORO, GA 31323

ACCOUNT NUMBER  
34-1810283

EXPIRATION DATE  
Dec 31, 2019

510000	0599	84	51	00001	12	Q	
Tax Codes	Type	Co-City	K	Loc.	Seas. Months	Fiscal	F

Issued under authority of P.A. 167 of 1933, as amended.





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

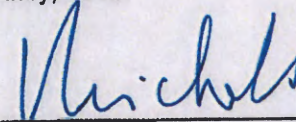
RESOLVED, that Boyd Stanley, Rene Pich, Peter Nichols, James R. Carlson, Mark Schlag, Bobby Wise and Ken Luke be and hereby are authorized and empowered to execute and deliver, in the name of and on behalf of the Corporation, all documents, instruments, certificate, agreements and papers as he may deem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

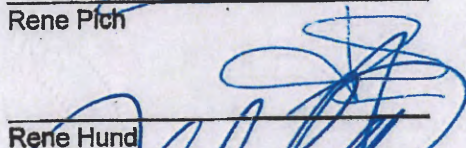
RESOLVED, that the President, Senior Vice President, Vice President, Secretary, Treasurer, and Assistant Secretary or Director of the Corporation be and hereby is authorized and empowered, and to the extent necessary or advisable, directed, to attest the execution of any document executed pursuant to 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

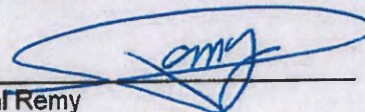
RESOLVED, that the authorizations granted under these resolutions shall expire on January 09, 2020.

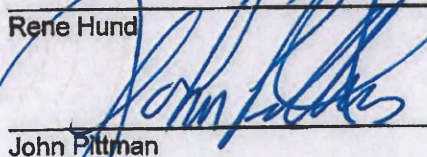
IN WITNESS WHEREOF, the undersigned, constituting all of the directors of the Corporation, have executed this Consent the 9th day of January, 2018.

  
\_\_\_\_\_  
Rene Pich

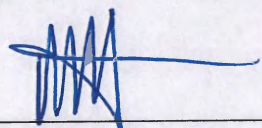
  
\_\_\_\_\_  
Peter Nichols

  
\_\_\_\_\_  
Rene Hund

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

  
\_\_\_\_\_  
John Pittman

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, Assistant-Secretary, and Treasurer  
Date: 05/03/2019



**Polydyne Inc.  
General Information**

<b>Federal Identification No.</b>	<b>34-1810283</b>
<b>State of Incorporation:</b>	<b>Delaware</b>
<b>Date of Incorporation:</b>	<b>August 21, 1995</b>
<b>Administrative Offices:</b>	<b>P.O. Box 279, 1 Chemical Plant Road Riceboro, GA 31323</b>
<b>Payment Address:</b>	<b>P.O. Box 404642 Atlanta, GA 30384-4642</b>

**Board of Directors**

<b>René Pich, Pascal Remy, John Pittman, Peter Nichols, René Hund</b>
---

**Officers**

<b>President</b>	<b>John Pittman</b>
<b>Secretary</b>	<b>Christopher Gannon</b>
<b>Vice President Finance, Assistant Secretary, Treasurer</b>	<b>Mark Schlag</b>
<b>Vice President</b>	<b>Boyd Stanley</b>
<b>Vice President</b>	<b>Ken Luke</b>

**\*Authorized Signers-Non Officers**

<b>Bobby Wise</b>	<b>Controller</b>
-------------------	-------------------

**Ownership Disclosure**

<b>Corporation</b>	<b>Percent Ownership</b>	<b>Owner</b>
<b>Polydyne Inc.</b>	<b>100</b>	<b>SNF Holding Company</b>
<b>SNF Holding Company</b>	<b>100</b>	<b>SPCM SA</b>
<b>SPCM SA</b>	<b>100</b>	<b>Mr. René PICH holds and controls 100% of the shares of SPCM SA, a company duly organized and existing under the laws of France, whose registered office is in ZAC de Milieux, Andrézieux, (42163), FRANCE, registered under the number 312 327 737 in the Commercial Registry of the town of Saint-Etienne (42000), FRANCE.</b>







# SNF

# POLYDYNE

## CLARIFLOC CE-1540 POLYMER

PRODUCT BULLETIN

### PRINCIPAL USES

CLARIFLOC CE-1540 is a **high** charge cationic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering.

### TYPICAL PROPERTIES

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

### PREPARATION AND FEEDING

CLARIFLOC CE-1540 is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

### MATERIALS OF CONSTRUCTION

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

### MANUFACTURING SPECIFICATIONS

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

### HANDLING AND STORAGE

Suggested in-plant storage life is 6 months in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of CLARIFLOC CE-1540, sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

### SAFETY INFORMATION

CLARIFLOC CE-1540 is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the POLYDYNE Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

### SHIPPING

CLARIFLOC CE-1540 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2300 pounds. Bulk quantities are also available.

### ADDITIONAL INFORMATION

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

**(800) 848-7659**

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

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

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# SAFETY DATA SHEET

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

---

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

### 1.1. Product identifier

Product name: **CLARIFLOC™ CE-1540**

Type of product: Mixture.

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

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

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

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

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

### 1.4. Emergency telephone number

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

## SECTION 2: Hazards identification

### 2.1. Classification of the substance or mixture

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

Not classified.

### 2.2. Label elements

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



Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

### 2.3. Other hazards

Spills produce extremely slippery surfaces.

For explanation of abbreviations see Section 16.

## SECTION 3: Composition/information on ingredients

### 3.1. Substances

Not applicable, this product is a mixture.

### 3.2. Mixtures

This product is a mixture.

#### Hazardous components

#### Distillates (petroleum), hydrotreated light

Concentration/ -range: 20 - 30%

CAS Number: 64742-47-8

Classification according to paragraph (d)  
of 29 CFR 1910.1200: Asp. Tox. 1;H304

#### Notes

Does not result in classification of the mixture if the kinematic viscosity is greater than 20.5 mm<sup>2</sup>/s measured at 40°C.

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

Concentration/ -range: < 5%

CAS Number: 69011-36-5

Classification according to paragraph (d)  
of 29 CFR 1910.1200: Acute Tox. 4;H302, Eye Dam. 1;H318

For explanation of abbreviations see section 16

## SECTION 4: First aid measures



**SECTION 4: First aid measures****4.1. Description of first aid measures***Inhalation:*

Move to fresh air. No hazards which require special first aid measures.

*Skin contact:*

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

*Eye contact:*

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Get medical attention immediately.

*Ingestion:*

Rinse mouth with water. Do NOT induce vomiting. Call a physician or poison control centre immediately.

**4.2. Most important symptoms and effects, both acute and delayed**

None under normal use.

**4.3. Indication of any immediate medical attention and special treatment needed.**

None reasonably foreseeable.

*Other information:*

None.

**SECTION 5: Fire-fighting measures****5.1. Extinguishing media***Suitable extinguishing media:*

Water. Water spray. Foam. Carbon dioxide (CO<sub>2</sub>). Dry powder.

Warning! Spills produce extremely slippery surfaces.

*Unsuitable extinguishing media:*

None.

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

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

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

Wear self-contained breathing apparatus and protective suit.

*Other information:*

Spills produce extremely slippery surfaces.



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

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

*Protective equipment:*

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

*Emergency procedures:*

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

**6.2. Environmental precautions**

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

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

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

*Large spills:*

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

*Residues:*

After cleaning, flush away traces with water.

**6.4. Reference to other sections**

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

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

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

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

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

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

This information is not available.

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



*Distillates (petroleum), hydrotreated light*

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

## 8.2. Exposure controls

### Appropriate engineering controls:

Ensure adequate ventilation, especially in confined areas. Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

### Individual protection measures, such as personal protective equipment:

#### a) Eye/face protection:

Safety glasses with side-shields.

#### b) Skin protection:

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

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

#### c) Respiratory protection:

No personal respiratory protective equipment normally required.

#### d) Additional advice:

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

### Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

## SECTION 9: Physical and chemical properties

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

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



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

## 9.2. Other information

None.

## SECTION 10: Stability and reactivity

### 10.1. Reactivity

Stable under recommended storage conditions.

### 10.2. Chemical stability

Stable under recommended storage conditions.

### 10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

### 10.4. Conditions to avoid

Protect from frost, heat and sunlight.

### 10.5. Incompatible materials

Oxidizing agents.

### 10.6. Hazardous decomposition products

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



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

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (Estimated)
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg. (Estimated)
Acute inhalation toxicity:	The product is not expected to be toxic by inhalation.
Skin corrosion/irritation:	Non-irritating to skin.
Serious eye damage/eye irritation:	Not irritating. (OECD 437)
Respiratory/skin sensitisation:	Not sensitizing.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	Not carcinogenic.
Reproductive toxicity:	Not toxic for reproduction.
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	Due to the viscosity, this product does not present an aspiration hazard.

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

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (OECD 401)
Acute dermal toxicity:	LD50/dermal/rabbit > 5000 mg/kg. (OECD 402)
Acute inhalation toxicity:	LC0/inhalation/4 hours/rat $\geq$ 4951 mg/m <sup>3</sup> (OECD 403) (Based on results obtained from tests on analogous products)
Skin corrosion/irritation:	Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking.
Serious eye damage/eye irritation:	Not irritating. (OECD 405)
Respiratory/skin sensitisation:	By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)
Mutagenicity:	Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)



<i>Carcinogenicity:</i>	Carcinogenicity study in rats (OECD 451): Negative.
<i>Reproductive toxicity:</i>	By analogy with similar substances, this substance is not expected to be toxic for reproduction. NOAEL/rat = 300 ppm. (OECD 421)
<i>STOT - Single exposure:</i>	No known effects.
<i>STOT - Repeated exposure:</i>	NOAEL/oral/rat/90 days $\geq$ 3000 mg/kg/day (OECD 408) (Based on results obtained from tests on analogous products)
<i>Aspiration hazard:</i>	May be fatal if swallowed and enters airways.
<u><i>Poly(oxy-1,2-ethanediyl), <math>\alpha</math>-tridecyl-w-hydroxy-, branched</i></u>	
<i>Acute oral toxicity:</i>	LD50/oral/rat = 500 - 2000 mg/kg
<i>Acute dermal toxicity:</i>	LD50/dermal/rabbit > 2000 mg/kg.
<i>Acute inhalation toxicity:</i>	No data available.
<i>Skin corrosion/irritation:</i>	Not irritating. (OECD 404)
<i>Serious eye damage/eye irritation:</i>	Causes serious eye irritation. (OECD 405)
<i>Respiratory/skin sensitisation:</i>	The results of testing on guinea pigs showed this material to be non-sensitizing.
<i>Mutagenicity:</i>	In vitro tests did not show mutagenic effects. In vivo tests did not show mutagenic effects.
<i>Carcinogenicity:</i>	Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.
<i>Reproductive toxicity:</i>	Two-Generation Reproduction Toxicity (OECD 416) - NOAEL/rat > 250 mg/kg/day Prenatal Development Toxicity Study (OECD 414) - NOAEL/Maternal toxicity/rat > 50 mg/kg/day - NOAEL/Developmental toxicity/rat > 50 mg/kg/day
<i>STOT - Single exposure:</i>	No known effects.
<i>STOT - Repeated exposure:</i>	NOAEL/oral/rat/600 days = 50 mg/kg/day
<i>Aspiration hazard:</i>	No known effects.

## SECTION 12: Ecological information

### 12.1. Toxicity

#### Information on the product as supplied:



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

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

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

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

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



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

### 12.2. Persistence and degradability

#### Information on the product as supplied:

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

#### Relevant information on the hazardous components:

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

<i>Degradation:</i>	Readily biodegradable. 67.6% / 28 days (OECD 301 F) ; 68.8% / 28 days (OECD 306) ; 61.2% / 61 days (OECD 304 A)
<i>Hydrolysis:</i>	Does not hydrolyse.
<i>Photolysis:</i>	No data available.

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

<i>Degradation:</i>	Readily biodegradable. > 60% / 28 days (OECD 301 B)
<i>Hydrolysis:</i>	Does not hydrolyse.
<i>Photolysis:</i>	No data available.

### 12.3. Bioaccumulative potential

#### Information on the product as supplied:

The product is not expected to bioaccumulate.

<i>Partition co-efficient (Log Pow):</i>	Not applicable.
<i>Bioconcentration factor (BCF):</i>	No data available.

#### Relevant information on the hazardous components:



Distillates (petroleum), hydrotreated light

Partition co-efficient (Log Pow): 3 - 6

Bioconcentration factor (BCF): No data available.

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

Partition co-efficient (Log Pow): &gt; 3

Bioconcentration factor (BCF): No data available.

**12.4. Mobility in soil**Information on the product as supplied:

No data available.

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

Koc: No data available.

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

Koc: &gt; 5000

**12.5. Other adverse effects**

None known.

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

Dispose in accordance with local and national regulations.

Contaminated packaging:

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

Recycling:

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



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

Not classified.

*Sea transport (IMDG)*

Not classified.

*Air transport (IATA)*

Not classified.

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

All components of this product are either listed on the inventory or are exempt from listing.

*US SARA Reporting Requirements:**SARA (Section 311/312) hazard class:*

Not concerned.

*SARA Title III Sections:**Section 302 (TPQ) - Reportable Quantity:*

Not concerned.

*Section 304 - Reportable Quantity:*

Not concerned.

*Section 313 (De minimis concentration):*

Not concerned.

*Clean Water Act**Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:*

Not concerned.

*Clean Air Act**Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:*

Not concerned.

CERCLA



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

*RCRA status :*

Not RCRA hazardous.

*California Proposition 65 Information:*

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

**SECTION 16: Other information**

*NFPA and HMIS Ratings:*

*NFPA:*

Health:	0
Flammability:	1
Instability:	0



*HMIS:*

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

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

SECTION 8. Exposure controls/personal protection, SECTION 15. Regulatory information, SECTION 16. Other Information.

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

*Acronyms*

STOT = Specific target organ toxicity



*Abbreviations*

Acute Tox. 4 = Acute toxicity Category Code 4

Asp. Tox. 1 = Aspiration hazard Category Code 1

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

*Hazard statements*

H302 - Harmful if swallowed

H304 - May be fatal if swallowed and enters airways

H318 - Causes serious eye damage

*Training advice:*

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

*This SDS was prepared in accordance with the following:*

U.S. Code of Federal Regulations 29 CFR 1910.1200

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Version: 17.01.a

ENCC046

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



**TABULATIONS FOR BID**

To: City of Ann Arbor State: MI  
From: Polydyne Inc. Fax No.: (912) 880-2078  
Opened: 05/08/19  
Subject: ITB No. 4579 Wastewater Treatment Plant Chemical Bid Cationic Polymer

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 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.

Vendor	Product	Unit Price
Polydyne Inc.	Clarifloc CE-1540	\$1.020/Lb.

Thank you for your assistance,

*Randal Vickery*  
Randal Vickery  
Bid and Contract Coordinator  
PH: (912) 880-2035

Dbase #119-169