



City of Pflugerville
Bid Number 2015-7
Bid Title Water and Wastewater Chemicals

Bid Start Date September 2, 2015
Bid End Date September 15, 2015 @ 2:00 PM

Bid Contact Wiley Webb
Utilities Superintendent
512-990-6400
wileyvw@pflugervilletx.gov

Contract Duration 1 year beginning October 1, 2015

Contract Renewal Optional 2 Annual Renewals, upon agreement with the City of Pflugerville. (Any price increase associated with annual renewal must be justified by information related to the CPI index or other vendor cost increases.) Annual renewals are predicated on sufficient budgetary allocation by City Council for the renewal of the awarded contract. Any provision of this to this request for bids to the contrary notwithstanding, City Council shall be under no obligation to make such budgetary allocation.

Contract to begin upon acceptance from the City Council, the City of Pflugerville will issue a purchase order for the chemicals being purchased based on the bid pricing.

Standard Disclaimer The right is reserved to accept or reject all or part of the bid, and to accept the offer considered most advantageous to the city by item or total bid. The City of Pflugerville will award to the lowest responsible bidder who provides goods or services at the best value to the city.

Company Name Polydyne Inc.

City of Pflugerville
Bid Number 2015-7
Water and Wastewater Chemical Bid

Bid Information

1. Bid will be awarded per line item.
2. Supplier to deliver chemicals to, water treatment plant, wastewater treatment plant, and 2 different water well sites delivery addresses are on the bid sheets for each chemical.
3. Able to deliver within 48 hours of notification.
4. See bid sheet for estimated annual chemical usage.
5. Specification sheets for each chemical attached.
6. Certificate of insurance must be included with bid documents.(see attached example)
7. Completed W9 to be returned with bid.
8. City of Pflugerville terms and conditions.
9. Reference sheet.
10. Interlocal Cooperative Contracting.

All documents herein and attached are required to be Completed and returned with the response.

Company Name Polydyne Inc.

City of Pflugerville
Bid Number: 2015-7
Water and Wastewater Chemical Bid

Tax ID No: 34-1810283

Legal Business Name: Polydyne Inc.

Address: 1 Chemical Plant Road


City State & Zip: Riceboro, GA 31323

Contact: Boyd Stanley, Business Director

Telephone: 912-880-2035

Business Entity Type: Corporation

Email Address: PolyBidDpt@snfhc.com

Authorized Signature 

Print Name Boyd Stanley, Business Director

“By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of this State, codified in section 15.01 et seq., Texas Business and Commerce Code, or Federal Antitrust laws, nor communicated directly or indirectly, The bid made to any competitor or any other person engaged in such line of business.”

Original bids are due to the City of Pflugerville Attn: Sabrina Schmidt
100 E Main St. Suite 100, Pflugerville, TX 78660, or mailed to City of Pflugerville Attn:
Sabrina Schmidt, P.O. Box 589, Pflugerville, TX 78691.

Prior to 2 pm on September 15, 2015.

Envelopes must have bid number, opening date and time on the outside of the sealed envelope. Bidders name must also appear on the outside of the envelope.

City of Pflugerville
Bid No. 2015-7
Water and Wastewater Chemical Bid Sheet

1. Clarifloc C-6232 Polymer 3-275 gal totes Price per tote \$ 2,047.00
Estimated (275gal)-36 totes/year (\$0.89/Lb. x 2300Lbs./Tote=\$2,047.00)
Delivery address: Wastewater Treatment Plant
15500 Sun Light Near Way
Pflugerville, TX 78660.

2. Sodium Bisulfite Aqueous Solution 800 gal/load Price per gallon \$ N/A
Estimated 1,600 gal/year
Delivery address: Water Treatment Plant,
17601 Weiss Ln.
Pflugerville, TX 78660.

- 2A. Sodium Bisulfite Aqueous Solution 800-1000 gal/load Price per gallon \$ N/A
Estimated 25,000 gal/year
Delivery address: Wastewater Treatment Plant
15500 Sun Light Near Way
Pflugerville, TX 78660.

3. Aluminum Sulfate, Technical Grade 4,500-5,000 gal/load Price per gallon \$ N/A
Estimated 110,000 gal/year
Delivery address: Wastewater Treatment Plant
15500 Sun Light Near Way,
Pflugerville, TX 78660.

4. Chlorine 4 one ton Cylinders/delivery Price per ton \$ N/A
Estimated 40 tons/year
Delivery address: Wastewater Treatment Plant
15500 Sun Light Near Way,
Pflugerville, TX 78660.

- 4 A. Chlorine 150 lb. Cylinder Price per Cylinder \$ N/A
Estimated 50 150lb. Cylinders/year
Delivery addresses: Water well # 6 1607 Glen Rose Chase,
& Water Well # 7, Chisholm Trail, Pflugerville, TX 78660.

Company Name Polydyne Inc.

5. Liquid Ammonium Sulfate (LAS) 40,720 lbs. per load Price per lb. \$ N/A
 Estimated 8 loads/year
 Delivery Address: Water Treatment Plant
 17601 Weiss Ln,
 Pflugerville, TX 78660.
- A. Liquid Ammonium Sulfate (LAS) 55 gal/drum Price per drum \$ N/A
 Estimated 44 55gal/year
 Delivery Addresses: Water Well # 6, 1607 Glen Rose Chase,
 & Water Well #7, Chisholm Trail, Pflugerville, TX 78660.
6. Aluminum Chlorhydrate Solution (ACH)45,000 lbs. per load Price per lb. \$ N/A
 Estimated 6 loads/year
 Delivery Address: Water Treatment Plant,
 17601 Weiss Ln, Pflugerville, TX 78660.
7. Salt 24 tons per load Price per ton \$ N/A
 Estimated 7 loads/year
 Delivery Address: Water Treatment Plant,
 17601 Weiss Ln, Pflugerville, TX 78660.
8. Sodium Hyperchlorite 10% 55 Gal. Drum Price per Drum \$ N/A
 Estimated 30 55ga drums/year
 Delivery Address: Water Treatment Plant,
 17601 Weiss Ln, Pflugerville, TX 78660.

*****PRICE per chemical above MUST include all delivery/fuel charges per chemical.**

Chemicals are to be delivered to the addresses specified above.
 Deliveries will be between the hours 7am -4pm, Monday - Friday.

Company Name Polydyne Inc.

CLARIFLOC C-6232 POLYMER

Specification Sheet

Typical Properties

| | |
|----------------|-----------------------------|
| Physical Form | Clear to Milky White Liquid |
| Cationicity | Low |
| Freezing Point | 7 F. (-14 C.) |
| Flash Point | >200 F. (<93 C.) |
| Density | 8.6-8.7 |

Manufacturing Specifications

| | |
|------------------|----------------|
| Total Solids | 41- 48% |
| Residual AcAm | <1000 ppm |
| Neat Viscosity | 300 – 2000 cPs |
| Molecular Weight | Structured |

SODIUM BISULFITE AQUEOUS SOLUTION

Specification Sheet

| Typical Composition | CAS #'s | % Sodium |
|---|-----------|----------|
| Sodium Bisulfite(NaHSO_3) | 7631-90-5 | 38-44 |
| Sodium Sulfite (Na_2SO_3) | 7757-83-7 | <1 |
| Sodium Sulfate (Na_2SO_4) | 7757-82-6 | <4 |
| Water | 7732-18-5 | 60-65 |

Physical & Chemical Properties

| | |
|---|-----------------------------------|
| Appearance and Odor | Clear yellow liquid, pungent odor |
| Boiling Point | 103°C/217°F Estimated |
| Melting Point | No Data |
| Vapor Density (air=1): | >1.0 Estimate |
| Vapor Pressure: | 32mm Hg Estimate |
| Solubility in Water | Dilutable |
| Specific Gravity ($\text{H}_2\text{O}=1$): | 1.31 to 1.38 |
| Ph: | 3.5 to 5.0 |
| Other(i.e. wt. Per gallon) | 10.8 to 11.3 lb/gal |

ALUMINUM SULFATE, TECHNICAL GRADE

Specification Sheet

| | Min. | Max. |
|---------------------|---|--------|
| Aluminum Oxide (0%) | 8.25 | 8.51 |
| Alum Sulfate | 48.53 | 50.06 |
| Appearance | Clear | |
| Color | Amber, Colorless, Light Amber, Light Straw, Greenish Blue | |
| Iron | 0 | 0.35 |
| pH | 1 | 3 |
| Specific Gravity | 1.323 | 1.3352 |

CHLORINE
Specification Sheet

| Component | Basis | Specification |
|--------------------------|------------|---------------|
| Purity | Vol. % | 99.5 Min. |
| Moisture | ppm by wt. | 50 Max. |
| Nonvolatile Matter (NVM) | ppm by wt. | 30 Max. |
| Total Chloromethanes | ppm by wt. | 175 Max. |
| Carbon Tetrachloride | ppm by wt. | 100 Max. |
| Chloroform | ppm by wt. | 75 Max. |

Meets ANSI/AWWA B301-04 Test Requirements.

LAS

QUALITY CONTROL DEPARTMENT

SPECIFICATION SHEET

| PRODUCT | |
|----------|---------------|
| AQUAMINE | RMS115-1GBulk |

| SPECIFICATION | SPECIFICATION VERSION | SPECIFICATION DATE |
|---------------|-----------------------|--------------------|
| | 1.3000 | |

| PRODUCT SPECIFICATION | | |
|-----------------------|---------|----------------------|
| TEST | TEST ID | REQUIREMENTS |
| Ammonia as NH3 | Ammonia | 9.8 =< Value =< 10.8 |
| Assay | Assay | 38 =< Value =< 42 |

| REMARKS |
|---------|
| |

| DOT MARKINGS | | |
|--------------|--|--|
|--------------|--|--|

| UN CODE | PACKAGING GROUP | CAS NUMBER |
|---------|-----------------|------------|
| | | |

| DOT NAME |
|---------------|
| Not Regulated |

| CONTAINS |
|----------|
| |

| HAZARD TEXT |
|-------------|
| |

Important

The information on this sheet is believed to be accurate but is not warranted to be so. Protective equipment, health effects, and other related safety measures are based on intended and anticipated product use. Recipients are advised to confirm in advance of need that the information is applicable and suitable to their circumstances.

Specifications
Aluminum Chlorhydrate Solution

| | | |
|------------------|---|--|
| Formula | $Al_3(OH)_3Cl \cdot 2 H_2O$ | |
| Nomenclature | Aluminum Chlorhydrate Solution (50%) | |
| CAS Number | 12042-91-0 | |
| CAS Index Name | Aluminum Hydroxychloride | |
| Grade | Technical | |
| Molecular Weight | 210.5 | |
| Description | Aluminum Chlorhydrate Solution is clear to slightly hazy in Appearance. It meets AWWA standard ANSI/AWWA B408-03 And has been certified by the National Sanitation Foundation (NSF) For the use in the treatment of drinking water at maximum dosage Of 250 mg/L. | |
| Specifications | Alumina, % Al_2O_3 | 23.0-24.0 |
| | Chlorides,%Cl | 7.90-8.40 |
| | Basicity, % | 82.5-84.5 |
| | Specific Gravity (at 60°F): | 1.330-1.350 |
| | Appearance | Clear to slightly hazy solution. free of visible foreign matter or sediment. |
| | Turbidity,NTU | <50 |

**Salt
Specification Sheet**

Salt (food Grade)

Sodium Hypochlorite

QUALITY CONTROL DEPARTMENT

SPECIFICATION SHEET

| | |
|--------------|---------------|
| PRODUCT | |
| 10% Solution | ACE010-52KRG1 |

| | | |
|---------------|-----------------------|--------------------|
| SPECIFICATION | SPECIFICATION VERSION | SPECIFICATION DATE |
| | 4.4000 | 08/15/2006 |

| PRODUCT SPECIFICATION | | |
|-----------------------------|--------------|-----------------------|
| TEST | TEST ID | REQUIREMENTS |
| Available Chlorine (%) | Avail Cl2 | 9 =< Value =< 11.5 |
| Excess Sodium Hydroxide (%) | Ex Sod Hydro | .1 =< Value =< 2 |
| Iron | Iron | 0 =< Value =< 1 |
| Sodium Hypochlorite (%) | Sod Hypo | 9.5 =< Value =< 12 |
| Specific Gravity | Spec Gravity | 1.13 =< Value =< 1.25 |

| |
|--|
| REMARKS |
| MUL 105 mg/L Certified to ANSINSP Standard 60 |

| | | |
|--------------|-----------------|------------|
| DOT MARKINGS | | |
| UN CODE | PACKAGING GROUP | CAS NUMBER |
| 1791 | III | 7681-52-9 |

| |
|-----------------------|
| DOT NAME |
| Hypochlorite solution |
| CONTAINS |
| |
| HAZARD TEXT |
| Class 8 |

Important

The information on this sheet is believed to be accurate but is not warranted to be so. Protective equipment, health effects, and other related safety measures are based on intended and anticipated product use. Recipients are advised to confirm in advance of use that the information is applicable and suitable to their circumstances.

City of Pflugerville
Insurance Requirements

Bidder/Proposer performing work on City property or public right-of-way for the City of Pflugerville shall provide the City a certificate of insurance evidencing the coverage provisions identified herein. Bidder/Proposer shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Pflugerville.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

| Type of Insurance | Amount of Insurance | Provisions |
|---|---|--|
| Commercial General (Public) Liability to include coverage for: Premises/Operations | 1,000,000 per occurrence, 2,000,000 general aggregate | City to be listed as additional insured and provide 30- days notice of cancellation or material change in coverage |
| Products/ Completed | Or | |
| Operations | 2,000,000 combined single coverage limit | City to be provided a waiver of subrogation |
| Independent Contractors | | City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors |
| Personal Injury | | |
| Contractual Liability | | |
| Business Auto Liability | 1,000,000 combined single limit | City to be provided a waiver of subrogation |
| Workers' Compensation & Employers Liability | Statutory Limits 1,000,000 each accident | City to be provided a waiver of subrogation |

Questions regarding this insurance should be directed to the City of Pflugerville (512)990-6100 A contract will not be issued without evidence of Insurance. We will only accept the ACORD 25 or ISO certificate of insurance forms.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | | |
|---|--|--|---|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <p style="text-align: center;">Polydyne Inc.</p> | | |
| | 2 Business name/disregarded entity name, if different from above | | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see Instructions) ▶ _____ | | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| | 5 Address (number, street, and apt, or suite no.) 1 Chemical Plant Road | | Requester's name and address (optional) |
| | 6 City, state, and ZIP code Riceboro, GA 31323 | | |
| | 7 List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|--|--|--|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | | | | | |
| or | | | | | | | | | | | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;">3</td> <td style="width: 20px; height: 20px;">4</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;">-</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">8</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">0</td> <td style="width: 20px; height: 20px;">2</td> <td style="width: 20px; height: 20px;">8</td> <td style="width: 20px; height: 20px;">3</td> </tr> </table> | 3 | 4 | | - | 1 | 8 | 1 | 0 | 2 | 8 | 3 | | | | | | | | | | |
| 3 | 4 | | - | 1 | 8 | 1 | 0 | 2 | 8 | 3 | | | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|----------------------------|----------------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ 9/10/15 |
|------------------|----------------------------|----------------|

Boyd Stanley, Business Director

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

TERMS AND CONDITIONS

(Version 2/1/12)

By fulfilling a Purchase Order for goods or services, the contracting party identified below agrees that the below terms and conditions (as applicable to the purchase order) shall govern all agreements with the City unless otherwise agreed to by a specifically executed separate provision if permissible by law. Absent a specifically executed separate provision the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

1. **Payment Provisions.** The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to contractor presented by invoice to the City if necessary to conform the amount to the terms of the contract.
2. **Multiyear Contracts.** If the City does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving contractor a written notice of termination at the end of its then current fiscal year.
3. **Best Value Determination.** All competitive bids or proposals received shall be evaluated based on the best value for the City. Best value shall be determined by any relevant criteria specifically listed in the solicitation and by considering all or part of the criteria listed below.
 - a. Bid price
 - b. Reputation of the bidder and of bidder's goods and services
 - c. The quality of the bidder's goods or services
 - d. The extent to which the goods or services meet the City's needs
 - e. Bidder's past relationship with the City - All vendors shall be evaluated on their past performance and prior dealings with the City to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, and late delivery.
4. **Local Preference.** The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received.
5. **No Ex-Parte Communications during Competitive Bidding Period.** To insure the proper and fair evaluation of a response, the City prohibits ex parte communication (e.g., unsolicited) initiated by the proposed contractor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between responder and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending responder from consideration or award of the solicitation then in evaluation, or any future solicitation.
6. **Abandonment or Default.** A contractor who abandons or defaults the work on the contract and causes the City to purchase the services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto and shall be considered disqualified in any re-advertisement of the service and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.
7. **Disclosure of Litigation.** Each contractor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the respondent or which has occurred in the past in which the respondent has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.
8. **Cancellation.** The City reserves the right to cancel the contract without penalty by providing 30-days prior written notice to the contracting party. Termination under this paragraph shall not relieve the contractor of any obligation or liability that has occurred prior to cancellation. **NOTE:** This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.
9. **Annual Vendor Performance Review.** The City reserves the right to review the vendor's performance annually and to cancel all or part of the agreement (without penalty) or continue the contract through the next period.
10. **Compliance with other laws and certification of eligibility to contract.** Any offer to contract with the City shall be considered an executed certification that the contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. *Additionally, such offer shall indicate that the contractor has fully read and understood the terms and conditions for eligibility to contract with the City pursuant to Chapter 38 of the City's Ordinances and certifies they are in compliance with those local requirements.* When requested, the contractor shall furnish the City with satisfactory proof of its compliance within 10 days or any contract with the City is void.
11. **Compliance with all Codes, Permitting and Licensing Requirements.** The successful contractor shall comply with all national, state and local standards, codes and ordinances as well as any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.
12. **Liability and Indemnity of City.** Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)
13. **Indemnity and Independent Contractor Status of Contractor.** Contractor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the contractor, its officers, agents, and employees. It is understood and agreed that the contractor and any employee or sub-contractor of contractor shall not be considered an employee of the City. The contractor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all contractor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their

Interaction with City employees be found not in the best interest of the City, harassing, or is found to interfere with the effective and efficient operation of the City's workplace.

14. Liens. Contractor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City's request the contractor or subcontractors shall provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

15. Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

16. Tax Exemption. The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code), and federal excise tax (Subtitle D of the Internal Revenue Code) for certain purchases. Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

17. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

18. Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

19. Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Travis County, Texas.

REFERENCE SHEET

Please complete and return this form with the Solicitation response

Bid No: 2015-7
Water and Wastewater Chemicals

Bidders Name: Polydyne Inc. Date 9/10/15

Provide the name, address, telephone and point of contact of at least three firms that have utilized the chemical for at least 2 years. References will be checked prior to award. Any negative responses received may result in disqualification of bid.

Please see attached "Reference List"

1. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number () _____

2. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number () _____

3. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State, Zip Code _____
Telephone Number () _____ Fax Number () _____

Failure to provide the required information with the solicitation response may automatically disqualify the response from consideration from award.

REFERENCE LIST

Buffalo Sewer Authority
90 W. Ferry Street
Buffalo, NY 14213
Contact: Michael Letina
Email: robert.bates@louisvillemd.org
PH: (716) 883-1820

Louisville Metropolitan Sewer District
4522 Algonquin Parkway
Louisville, KY 40203
Contact: Robert Bates
Email: robert.bates@louisvillemd.org
PH: (502) 540-6733

Metropolitan Council
2400 Childs Road
St. Paul, MN 55106
Contact: Alex Koo
Email: robert.bates@louisvillemd.org
PH: (651) 602-8116

City of St. Louis
104050 Riverview Drive
St. Louis, MO 63103
Contact: Patrick Baldera
PH: (314) 592-8205



Interlocal Cooperative Contracting

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Pflugerville's solicitation, with the consent and agreement of the successful vendor(s) and the City of Pflugerville. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in the vendor's response. However, all parties indicate their understanding and all parties hereby expressly agree that the City of Pflugerville is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Pflugerville is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

Vendor Name: Polydyne Inc.

Agree

Disagree

Date: 9/10/15



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/10/2015

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

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

| PRODUCER Phone No.: (212) 488-0200 Fax No.: (212) 488-0220 Frenkel & Company 350 Hudson Street - 4 th Floor New York, NY 10014 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID#: | | | | | | | | | | | | | | |
|---|--|-------------------------------|--------|--|-------|--|-------|--|-------|------------|--|------------|--|------------|--|
| INSURED Polydyne Inc. One Chemical Plant Road PO Box 250 Riceboro GA 31323 | <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:80%;">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: AIG SPECIALTY INSURANCE COMPANY</td> <td>26883</td> </tr> <tr> <td>INSURER B: COMMERCE & INDUSTRY INSURANCE COMPANY</td> <td>19410</td> </tr> <tr> <td>INSURER C: HARTFORD INSURANCE COMPANY OF THE MIDWEST</td> <td>37478</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: AIG SPECIALTY INSURANCE COMPANY | 26883 | INSURER B: COMMERCE & INDUSTRY INSURANCE COMPANY | 19410 | INSURER C: HARTFORD INSURANCE COMPANY OF THE MIDWEST | 37478 | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
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| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MMDD/YYYY) | POLICY EXP (MMDD/YYYY) | LIMITS | |
|----------|---|-----------|----------|---------------|------------------------|------------------------|---|--------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | XX | X | EG14362834 | 12/31/2014 | 12/31/2015 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000 |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 5,000,000 |
| | | | | | | | PRODUCTS-COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | XX | X | CA4691818 | 12/31/2014 | 12/31/2015 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ | | | EGU18403155 | 12/31/2014 | 12/31/2015 | EACH OCCURRENCE | \$ 5,000,000 |
| | | | | | | | AGGREGATE | \$ 5,000,000 |
| | | | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below | | X | 10WNR30600 | 12/31/2014 | 12/31/2015 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER | |
| | | | N/A | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City is included as Additional Insured under General Liability, Automobile Liability and Workers Compensation coverage according to the terms as required by contract as respects to liability arising out of the operations of the Named Insured, as their interest may appear, and subject to the policy terms conditions exclusions. Waiver of Subrogation applies under the General Liability, Automobile Liability and Workers Compensations as required by contract. 30 DAY CANCELLATION CLAUSE INCLUDED
 RE: Bid #2015-7- Water and Wastewater Chemicals

| | |
|---|--|
| CERTIFICATE HOLDER City of Pflugerville 100 E. Main Street, Ste. 100 Pflugerville, TX 78660 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE 1 |
|---|--|

CLARIFLOC® C-6232 POLYMER

PRINCIPAL USES

CLARIFLOC C-6232 is a low charge cationic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal and industrial 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 | 30 % |
| % Active | 39 |
| Freezing Point | 7 F. (-14 C.) |
| Density | 8.6 - 8.7 |

PREPARATION AND FEEDING

CLARIFLOC C-6232 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 | 41 - 48 % |
| Residual AcAm | < 1000 ppm |
| Neat Viscosity | 500 - 2000 cPs |
| UL Viscosity | 1.8 - 2.4 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 C-6232, 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 C-6232 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 C-6232 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes. 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

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



SAFETY DATA SHEET

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

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

1.1. Product identifier

Product name: **CLARIFLOC C-6232**

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 not a substance.

3.2 Mixtures

Hazardous components

Distillates (petroleum), hydrotreated light

Concentration/ gamme : 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 mm²/s measured at 40°C.

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

Concentration/ gamme : < 3%

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

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 (CO₂). Dry powder.

Unsuitable extinguishing media:

None.

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

Ammonia. Carbon oxides (CO_x). Nitrogen oxides (NO_x). 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.

6.2. Environmental precautions

Do not contaminate water.

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

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

Large spills:

Do not flush with water. Dam up. Clean up promptly by scoop or vacuum.

Residues:

Soak up with inert absorbent material. 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)

None.

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

Distillates (petroleum), hydrotreated light

ACGIH: 200 mg/m³ (8-hour)

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:

Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur.

i) Hand protection:

PVC or other plastic material gloves.

c) Respiratory protection:

No personal respiratory protective equipment normally required.

d) Additional advice:

Wash hands and face before breaks and immediately after handling the product. Wash hands before breaks and at the end of workday.

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**

| | |
|---|---|
| <i>a) Appearance:</i> | Viscous liquid, Milky. |
| <i>b) Odour:</i> | Aliphatic. |
| <i>c) Odour Threshold:</i> | No data available. |
| <i>d) pH:</i> | 4 - 6 @ 5 g/L |
| <i>e) Melting point/freezing point:</i> | < 5°C |
| <i>f) Initial boiling point and boiling range:</i> | > 100°C |
| <i>g) Flash point:</i> | Does not flash. |
| <i>h) Evaporation rate:</i> | No data available. |
| <i>i) Flammability (solid, gas):</i> | Not applicable. |
| <i>j) Upper/lower flammability or explosive limits:</i> | Not expected to create explosive atmospheres. |
| <i>k) Vapour pressure:</i> | 2.3 kPa @ 20°C |
| <i>l) Vapour density:</i> | 0.804 g/litre @ 20°C |

| | |
|-------------------------------|---|
| m) Relative density: | 1.0 - 1.1 |
| 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 ² /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_x), carbon oxides (CO_x). 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

| | |
|---|---|
| <i>Acute dermal toxicity:</i> | LD50/dermal/rat > 5000 mg/kg |
| <i>Acute inhalation toxicity:</i> | The product is not expected to be toxic by inhalation. |
| <i>Skin corrosion/irritation:</i> | Non-irritating to skin. |
| <i>Serious eye damage/eye irritation:</i> | May cause eye irritation with susceptible persons. |
| <i>Respiratory/skin sensitisation:</i> | Not sensitizing. |
| <i>Mutagenicity:</i> | Not mutagenic. |
| <i>Carcinogenicity:</i> | Not carcinogenic. |
| <i>Reproductive toxicity:</i> | Not toxic for reproduction. |
| <i>STOT - single exposure:</i> | No known effects. |
| <i>STOT - repeated exposure:</i> | No known effects. |
| <i>Aspiration hazard:</i> | Due to the viscosity, this product does not present an aspiration hazard. |

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

| | |
|---|---|
| <i>Acute oral toxicity:</i> | LD50/oral/rat > 5000 mg/kg (OECD 401) |
| <i>Acute dermal toxicity:</i> | LD50/dermal/rabbit > 5000 mg/kg (OECD 402) |
| <i>Acute inhalation toxicity:</i> | LC50/inhalation/4 h/rat = 4951 mg/m ³ (OECD 403) |
| <i>Skin corrosion/irritation:</i> | Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking. |
| <i>Serious eye damage/eye irritation:</i> | Not irritating. (OECD 405) |
| <i>Respiratory/skin sensitisation:</i> | By analogy with similar products, this product is not expected to be sensitizing. (OECD 406) |
| <i>Mutagenicity:</i> | 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 >= 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. |

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

| | |
|------------------------------------|---|
| Acute oral toxicity: | LD50/oral/rat = 500 - 2000 mg/kg |
| Acute dermal toxicity: | LD50/dermal/rabbit > 2000 mg/kg |
| Acute inhalation toxicity: | No data available. |
| Skin corrosion/irritation: | Not irritating. (OECD 404) |
| Serious eye damage/eye irritation: | Causes serious eye irritation. (OECD 405) |
| Respiratory/skin sensitisation: | The results of testing on guinea pigs showed this material to be non-sensitizing. |
| Mutagenicity: | Not mutagenic. |
| Carcinogenicity: | Not carcinogenic. |
| Reproductive toxicity: | 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 |
| STOT - single exposure: | No known effects. |
| STOT - repeated exposure: | NOAEL/oral/rat/600 days = 50 mg/kg/day |
| Aspiration hazard: | No known effects. |

SECTION 12. Ecological information**12.1. Toxicity**Information on the product as supplied:

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

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

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

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

| | |
|------------------------------------|--|
| Acute toxicity to fish: | LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203) |
| Acute toxicity to invertebrates: | EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202) |
| Acute toxicity to algae: | IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201) |
| Chronic toxicity to fish: | No data available. |
| Chronic toxicity to invertebrates: | No data available. |
| Toxicity to microorganisms: | EC10/activated sludge/17 h > 10000 mg/L (DIN 38412-8) |
| Effects on terrestrial organisms: | No data available. |
| Sediment toxicity: | No data available. |

12.2. Persistence and degradabilityInformation on the product as supplied:

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

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

Degradation: Readily biodegradable.

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

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

Degradation: Readily biodegradable. > 60% / 28 days (OECD 301 B)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow): Not applicable.

Bioconcentration factor (BCF): No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

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

Bioconcentration factor (BCF): No data available.

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

Partition co-efficient (Log Pow): > 3

Bioconcentration factor (BCF): No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Koc: No data available.

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

Koc: > 5000

12.5. Other adverse effects

None.

SECTION 13. Disposal considerations

13.1. Waste treatment methods

Waste from residues / unused products:

Dispose of in accordance with local regulations.

Contaminated packaging:

If recycling is not practicable, dispose of in compliance with local regulations.

Recycling:

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

SECTION 14. Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15. Regulatory information

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.

RCRA status :
Not RCRA hazardous.

California Proposition 65 Information:

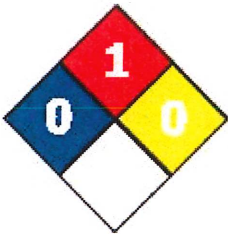
WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide.

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 11. Toxicological information, SECTION 16. Other Information.

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

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

H-Phrases

H302 - Harmful if swallowed
H304 - May be fatal if swallowed and enters airways
H318 - Causes serious eye damage

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 15.01.b

ENCC003

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.