

# Exhibit A

## Primary Responses

Polydyne

Success: All data is valid!

|                              |                     |       |                             |                   |                 | Numeric    |               |  |
|------------------------------|---------------------|-------|-----------------------------|-------------------|-----------------|------------|---------------|--|
| Status                       | Bid/No Bid Decision | #     | Item                        | Quantity Required | Unit of Measure | Unit Price | Total Cost    |  |
| Not Bidding                  | No Bid              | #0-1  | ACTIVATED CARBON            | 40                | TON             |            | -             |  |
| Not Bidding                  | No Bid              | #0-2  | ANHYDROUS AMMONIA           | 15                | TON             |            | -             |  |
| Not Bidding                  | No Bid              | #0-3  | LIQUID SULFUR DIOXIDE       | 60                | TON             |            | -             |  |
| Success: All values provided | Bid                 | #0-4  | MAGNIFLOC POLYMER           | 5500              | GALLON          | \$ 12.10   | \$ 66,572.00  | (ANSI/NSF) standard 60<br>10 DAYS ARO<br>\$1.36/LB. x 8.9 LB/GAL. =<br>\$12.104/GAL. |
| Not Bidding                  | No Bid              | #0-5  | SODIUM HYPOCHLORITE(Bleach) | 14000             | GALLON          |            | -             |  |
| Success: All values provided | Bid                 | #0-6  | CATIONIC POLYMER            | 13200             | POUND           | \$ 2.57    | \$ 33,924.00  | 10 DAYS ARO  |
| Not Bidding                  | No Bid              | #0-7  | LIQUID FERRIC SULFATE       | 800               | TON             |            | -             |  |
| Not Bidding                  | No Bid              | #0-8  | CALCIUM HYPOCHLORITE(HTH)   | 10000             | POUND           |            | -             |  |
| Not Bidding                  | No Bid              | #0-9  | LIQUID AMMONIUM SULFATE     | 30000             | POUND           |            | -             |  |
| Not Bidding                  | No Bid              | #0-10 | HYDRATED LIME - BULK        | 200               | TON             |            | -             |  |
| Not Bidding                  | No Bid              | #0-11 | LIQUID CHLORINE             | 337               | TON             |            | -             |  |
| Basket Total                 |                     |       |                             |                   |                 |            | \$ 100,496.00 |  |
| Grand Total                  |                     |       |                             |                   |                 |            | \$ 100,496.00 |  |



## 25-64-A Water & Wastewater Treatment

### Addendum #1

1.

What is current pricing and/or last bid tab for Dry Cationic Polymer and MAGNIFLOC Polymer.

Previous pricing and bid tabs may be requested through the City website at:

<https://www.cityoflewisville.com/city-hall/city-departments/city-secretary/open-government>.

2.

What are the dates of this contract? Who is your current supplier and price for Chlorine?

Once executed the contract is valid for 1 year from the date signed and can potentially be renewed for up to 3 12 month periods.

Previous pricing and bid tabs may be requested through the City website at:

<https://www.cityoflewisville.com/city-hall/city-departments/city-secretary/open-government>.

3.

Who are the current suppliers of each product?

Previous pricing and bid tabs may be requested through the City website at:

<https://www.cityoflewisville.com/city-hall/city-departments/city-secretary/open-government>.

4.

What are you presently paying for each product?

Previous pricing and bid tabs may be requested through the City website at:

<https://www.cityoflewisville.com/city-hall/city-departments/city-secretary/open-government>.





5.

Could you post the previous bid tabulation?

Previous pricing and bid tabs may be requested through the City website at:

<https://www.cityoflewisville.com/city-hall/city-departments/city-secretary/open-government>.

6.

Could you send the previous bid results per product?

Previous pricing and bid tabs may be requested through the City website at:

<https://www.cityoflewisville.com/city-hall/city-departments/city-secretary/open-government>.

7.

Will all 5 sites receive Sodium Hypochlorite in MiniBulk? If not, how many sites? What will be the delivery size for each site for the Sodium Hypochlorite? What are the tank sizes that will receive Sodium Hypochlorite in MiniBulk? Are all sites accessible for a tractor trailer truck for deliveries? Will you also please send me a copy of the specification document?

Please download the specifications on Bonfire to view this information.

8.

What are the sample sizes needed for Carbon and Polymer and when are they do?

The sample sizes need for Activated Carbon, Magnifloc Polymer, and Cationic Polymer are 1 liter each. These samples are due Tuesday, June 10, 2025 by 5pm to the Wastewater Treatment Plant at 897 Treatment Plant Rd. Lewisville, TX 75057 and or Water Treatment Plant at 1400 N. Cowan Lewisville, TX 75057. This information is located in the specifications under Chemicals.



## 25-64-A Water & Wastewater Treatment

### Addendum #2

1.

What is the expected delivery size for the Liquid Ammonium Sulfate?

Between 4000lbs to 6000lbs on average.

2.

There is mentioned the pricing is to be held 60 days firm, 90 days firm, and the full 12 months firm. What is expected of this contract?

Please refer to the specifications as all bidders are required to hold their pricing for the entire length of the contract.

3.

For the Liquid Ammonium Sulfate, there are 5 shipping locations. Will there be split deliveries to these locations?

The only site we will require Ferric sulfate to be sent to is 1400n Cowan, Lewisville Tx 75057.

4.

Who is the current supplier and price for the Ferric Sulfate?

Please see Addendum #1, as the City requires you to submit a records request for previous pricing and suppliers.

5.

Will the Ferric Sulfate be delivered in full truckload quantities? What size is considered full truckload?

The average truckload would be between 21 tons and 24 tons.



6.

Can you post the last bid tab for Lime and Ferric Sulfate?

Please see Addendum #1, as the City requires you to submit a records request for previous pricing and suppliers.

7.

An advanced wastewater treatment technology provider. Our products are not technically "chemicals". We created our base liquid formulation in 1998, and it is considered a Bio Catalyst. We have been treating Fort Worth, TX . since 2016 and we have a very compelling story associated with Fort Worth, TX. Fort Worth came to use after trying "everything" (bioxide, mag hydrox, ferrous /ferric sulphate, hydrogen peroxide, etc.). After extensive testing we were successful and ultimately were awarded the odor – corrosion bid. We replaced hydrogen peroxide and reduced their cost by 30%. Because we were awarded the Fort Worth bid – contract, we are able to piggy back with any other Texas utility. Because we remove the scum layer, we offer odor and corrosion control far and above anything on the market. I am emailing to determine if we can bid on 25-64-A.

This would be a separate project. This bid is for the chemicals that we currently use.

8.

Considering the tariffs and pricing uncertainty with supplies of raw materials for chemical production is there a consideration for changing costs of these materials?

9.

What specific weighting criteria will be used to evaluate "Best Value" bids, and what percentage weight is assigned to each factor (price, reputation, quality, past relationship, etc.)?

This is an RFB be so the lowest bidder and second lowest bidder will be selected.

10.

How will the City determine the primary versus secondary contractor designation, and what performance metrics or criteria differentiate these roles?

This is an RFB be so the lowest bidder and second lowest bidder will be selected.





11.

What constitutes "inability to respond" or failure to "meet lead-time" that would trigger engagement of the secondary contractor?

Unavailability of product or unreasonable lead time for vital treatment chemicals, which may cause a lapse in treatment.

12.

Are there any planned capital improvements or operational changes at either treatment facility that could significantly impact chemical demand during the contract period?

Currently, there are no capital improvements or operational charges planned for this contract period.

13.

What historical price adjustment methodology has the City accepted in previous contract renewals, and what documentation standards are required for cost justification?

At the time of renewal, the City requires documentation proving the cost increase of the chemical. Then it is up to the City if they would like to move forward with the renewal or not.

14.

Does the City have budget constraints or spending caps that could limit actual purchases below the estimated annual quantities?

The City may order more or fewer chemicals requested on the bid table. This is up to the City's needs.

15.

What specific in-house testing protocols will be used for Carbon & Polymer samples, and what performance benchmarks must be met for acceptance?

For carbon, compare the % removal of MIB and Geosmin. For polymers, compare TOC and DOC removal.



16.

Are there preferred brands or suppliers currently used by the City that bidders should be aware of for comparison purposes?

For lab chemicals related to water treatment, Hach products are preferred but the City is open to all bids.

17.

What quality control procedures are in place for ongoing product testing throughout the contract term?

We rely on the contractor's lab analysis verification that is provided.

18.

What are the typical lead times the City requires for emergency orders, and how frequently do such situations occur?

7 Days lead time, and this situation is extremely rare.

19.

Are there specific seasonal demand patterns or peak usage periods that would affect delivery scheduling and inventory management?

The City has a significant increase in demand during the summer months. During this period, the City anticipates more frequent deliveries, and the prescribed delivery dates the City set will be met.

20.

What storage capacity limitations exist at each delivery location that could impact minimum order sizes?

There is storage available at both plants. This should not impact the minimum order size.

21.

How many vendors typically respond to this RFP, and what is the historical award pattern (single vs. multiple suppliers)?

Various suppliers have previously responded, and multiple suppliers have been awarded.





22.

What performance issues or service gaps has the City experienced with previous chemical suppliers that this contract aims to address?

None.

23.

Are there any upcoming regulatory changes or treatment process modifications that could affect chemical specifications or quantities during the contract term?

Currently, no changes are planned for this contract period.

**CITY OF LEWISVILLE**  
**PRE-BID**  
**RFB #25-64-A Pre-Bid Meeting**  
**4:00 P.M., Monday, June 2, 2025**

|    | NAME (PRINT)              | COMPANY                       | PHONE<br>NUMBER         | EMAIL ADDRESS   |
|----|---------------------------|-------------------------------|-------------------------|---|
| 1  | Nicole Haney              | City of Lewisville            | 972-219-5053            | <a href="mailto:nhaney@cityoflewisville.com">nhaney@cityoflewisville.com</a> <i>NH</i>        |
| 2  | <del>Kristi Byrd</del>    | <del>City of Lewisville</del> | <del>972-219-3764</del> | <del><a href="mailto:kbyrd@cityoflewisville.com">kbyrd@cityoflewisville.com</a></del>         |
| 3  | <del>Eric Martinez</del>  | <del>City of Lewisville</del> | <del>972-219-8448</del> | <del><a href="mailto:emartinez@cityoflewisville.com">emartinez@cityoflewisville.com</a></del> |
| 4  | <del>Cedric West</del>    | <del>City of Lewisville</del> | <del>972-219-5051</del> | <del><a href="mailto:cwest@cityoflewisville.com">cwest@cityoflewisville.com</a></del>         |
| 5  | <del>Katelyn Hearon</del> | <del>City of Lewisville</del> | <del>972-219-3509</del> | <del><a href="mailto:khearon@cityoflewisville.com">khearon@cityoflewisville.com</a></del>     |
| 6  | Brent SoRelle             | Polydyne                      | 682-216-5662            | <a href="mailto:bsorelle@polydyneinc.com">bsorelle@polydyneinc.com</a>                        |
| 7  |                           |                               |                         |   |
| 8  |                           |                               |                         |   |
| 9  |                           |                               |                         |   |
| 10 |                           |                               |                         |   |
| 11 |                           |                               |                         |   |
| 12 |                           |                               |                         |   |
| 13 |                           |                               |                         |   |
| 14 |                           |                               |                         |   |
| 15 |                           |                               |                         |   |



**CITY OF LEWISVILLE**  
**RFB 25-64-A**  
**ANNUAL CONTRACT FOR WATER & WASTEWATER TREATMENT CHEMICALS**

It is the intent of the City to establish an annual contract for our Water Treatment Plant and Wastewater Treatment Plant Chemicals as needed throughout the City of Lewisville.

**SPECIFICATIONS**

The quantities requested are annual estimates only. There is no guaranteed minimum or maximum purchase. Only the amount needed to satisfy operating requirements, which may be more or less than indicated on the bid form, will be ordered.

Prices are to be quoted FOB destination only. Delivery is required within ten (10) days after receipt of order (ARO).

The pricing shall be submitted as UNIT PRICE and shall include all costs associated with providing the Water Treatment Plant and Wastewater Treatment Plant Chemicals.

It is the City's intent to award two (2) contracts to establish a primary and secondary contractor. The primary contractor will be contacted first to provide the requested chemicals. If the primary contractor is unable to respond, provided the requested quantity of chemicals, or meet the lead-time as required by the City, the secondary contractor will be notified. If the City is unable to secure the chemicals from the secondary contractor, the City reserves the right to secure such goods on the open market.

**CHEMICALS**

Effective January 1, 1993, all Chemicals and any additional or replacement process media used in treatment of water and supplied by public water systems must conform to American National Standard Institute (ANSI/NSF) standard 60 for direct additives and ANSI/NSF standard 61 for indirect additives. Conformance with these standards must be obtained by certification of the product by an organization accredited by ANSI. **Please indicate in your submission if your products are the ANSI/NSF Standard. Any contractor that omits or does not provide this information with their submission will be considered non-responsive.**

All Bidders for *Carbon & Polymer* must provide an adequate 2-business day sample to perform in-house testing of the product bid, prior to bid opening. Failure to provide samples will deem your bid as non-responsive. Wastewater: 897 Treatment Plant Rd. Lewisville, TX 75057. Water Treatment: 1400 N. Cowan Lewisville, TX 75057. **SAMPLE MUST BE RECEIVED ON OR BEFORE TUESDAY, JUNE 10, 2025 AT 5:00 PM.**

The delivery of *Activated Carbon* requires a truck equipped with a lift gate for off- loading.

The delivery of *Sodium Hypochlorite* requires the utilization of a delivery truck equipped with a 100-foot hose for delivery to storage tank.

**ALL** vendors must have equipment for chocking of tires. All delivery vehicles are to have proper chocking mechanisms in place to ensure stabilization of vehicle during off-loading of product.

**All delivery trucks equipped with crane hoist for offloading of chemical must supply a copy of their annual inspection report conducted by a third party.**

Deliveries must be made Monday-Friday between 8:00 a.m. to 4:00 p.m. Weekend or after-hour deliveries can be accepted only on an emergency basis.

**Bidder will provide samples to the City upon request, throughout the initial term and any subsequent renewal terms, for testing purposes at no charge.**

The selected contractor must notify the City of Lewisville within twenty-four hours of any changes to emergency contact numbers and any change in designated chemical transport driver.

Drivers must conduct a visual pre-trip inspection of the crane used during delivery and all vehicle components, including hydraulic hose and gearbox leaks, control operations, boom extension system, and clamp operations. In addition, the crane must undergo an annual inspection completed by a third party.

Any employee permitted on City grounds must have a passed criminal background check and drug testing.

### **CHEMICAL QUANTITIES AND LOCATIONS:**

#### **Activated Carbon**

Water Grade 30 lb bags

Order Size: 5 tons

Annual Quantity: 40 tons

**Water Carb B**, Wood or sub-bituminous coal-based carbon only with the following specs:

- Iodine Number greater than 800 mg/g +/- 10%
- Passing 325 Mesh 90% min
- Compliance with NSF/ANSI 60/61 Drinking Water Treatment Chemicals

#### **Delivery Location:**

City of Lewisville/C.R. Feaster Water Treatment Plant

1400 N. Cowan

Lewisville, TX 75057

**Anhydrous Ammonia**

NH<sub>3</sub>, "C"

Order Size: Approximately 3-4 Tons/Delivery

AWWA B305

Annual Quantity: 15 Tons

**Delivery Location:**

City of Lewisville/C.R. Feaster Water Treatment Plant

1400 N. Cowan

Lewisville, TX 75057

**Liquid Sulfur Dioxide**

SO<sub>2</sub> (One Ton)

Order Size: Minimum Two Containers

Annual Quantity: 60 Tons

**Delivery Locations:**

City of Lewisville/Prairie Creek Wastewater Treatment Plant

897 Treatment Plant Rd.

Lewisville, TX 75057

**Magnifloc Polymer**

592-C Flocculant Aid Clarifloc C-348 (Polydadmec 40)

450 lb. Net Weight Drums, (55 Gal.)

Dosing Rate = 2.8 mg/l

Order Size: 550 gallons (10 drums) minimum

Annual Quantity: 5500 Gallons

**Delivery Location:**

City of Lewisville/C.R. Feaster Water Treatment Plant

1400 N. Cowan

Lewisville, TX 75057

**Sodium Hypochlorite**

12.5 C12 Solution

Order Size: Minimum 400 gallons AWWA B300

Annual Quantity: 14,000 gallons

**Delivery Locations:**

**#3 Elevated Storage Tank**

2300 S. Valley Pkwy

Lewisville, TX 75067

**AND**

**#5 Elevated Storage Tank**



3552A East Windhaven Parkway  
Lewisville, TX 75056

**AND**

**#2 Elevated Storage Tank**

1151 Bellaire  
Lewisville, TX 75067

**AND**

**Midway Pump Station**

1171 Midway Road  
Lewisville, TX 75056

**AND**

**#4 Elevated Storage Tank**

1390 Moccasin Trail  
Lewisville, TX 75056

**Cationic Polymer**

100% Active Dry Powder (granular) – 80 lb. bags ASTM C136-06  
Fines of 100 microns shall be limited to less than 2% or less. An affidavit of compliance is required.

Dosing Rate: 4#/dry ton

Order Size: Minimum 2500 lbs.

Annual Quantity: 13,200 lbs.

**Delivery Location:**

City of Lewisville/Prairie Creek Wastewater Treatment Plant  
897 Treatment Plant Rd.  
Lewisville, TX 75057

**Liquid Ferric Sulfate**

$\text{Fe}^2(\text{SO}_4)^3$  -60%

Typical Analysis-

Water Sol. Fe Expr, as 12%

Water Sol. Fe +++, as 12.00%

Isol. Removed/Filtration:

Free Acid 1.50%

Sp. Gr. 1.5 – 1.59%

Order Size: 24 tons

Annual Quantity: 800 tons

**Delivery Location:**

City of Lewisville/C.R. Feaster Water Treatment Plant  
1400 N. Cowan  
Lewisville, TX 75057

**Calcium Hypochlorite**

Ca (HC10)<sub>2</sub> 65% CL, 100 lb Active Dry Powder

Annual Quantity: WWTP 10,000 lb

**Delivery Locations:**

City of Lewisville/Prairie Creek Wastewater Treatment Plant

897 Treatment Plant Rd.

Lewisville, TX 75057

**Hydrated Lime – Bulk**

Ca (OH)<sup>2</sup>

Order Size: 24 tons AWWA B202

Annual Quantity: 200 ton

**Delivery Location:**

City of Lewisville/C.R. Feaster Water Treatment Plant

1400 N. Cowan

Lewisville, TX 75057

**Liquid Ammonium Sulfate 38-40%**

Order Size: Minimum 7,500 pounds AWWA B300

Annual Quantity: 30,000 pounds

**Delivery Locations:**

**#3 Elevated Storage Tank**

2300 S. Valley Pkwy

Lewisville, TX 75067

**AND**

**#5 Elevated Storage Tank**

3552A East Windhaven Parkway

Lewisville, TX 75056

**AND**

**#2 Elevated Storage Tank**

1151 Bellaire

Lewisville, TX 75067

**AND**

**Midway Pump Station**

1171 Midway Road

Lewisville, TX 75056

**AND**

**#4 Elevated Storage Tank**

1390 Moccasin Trail

Lewisville, TX 75056

**Liquid Chlorine**

Order Size: One Ton

Minimum Three containers AWWA B301  
Annual Quantity: 337 tons

**Delivery Locations:**

City of Lewisville/C.R. Feaster Water Treatment Plant  
1400 N. Cowan  
Lewisville, TX 75057

**AND**

City of Lewisville/Prairie Creek Wastewater Treatment Plant  
897 Treatment Plant Rd.  
Lewisville, TX 75057

**\*\*Sample MUST be received by the City per the Special Instruction Sheet no later than June 10, 2025 at 5:00 PM. Failure to comply with this requirement will deem your bid non-responsive.**

**CONTRACT PERIOD**

The contract term will be twelve (12) months, with an option to extend up to three (3) additional twelve (12) month periods, subject to the approval of the supplier and the City.

**PRICES**

All prices shall be firm for the entire period of the contract. A vendor will not be awarded a contract based on escalating pricing, even if they take exception to this bid requirement.

**SPLIT AWARD**

Bidders may furnish pricing for all or any portion of the bid invitation. Unless the bidder specifies otherwise in their bid, the City may award the contract for any item or group of items shown on the bid invitation.

**REQUEST FOR BIDS**

Bids are to be submitted based on the specifications contained herein. Alternate bids will also be considered, provided the alternatives are clearly explained. All deviations from the specifications must be clearly identified and explained.

No telephone, email, or fax bids will be accepted. Bids may be accepted if delivered in person or by U.S. Postal Service, Federal Express, UPS, etc. or uploaded to Bonfire. The City is not responsible for missing, lost, or late delivery. Any RFB responses received after the time set for opening will be returned to the bidder unopened.

The preparation of the bid will be at the total expense of the bidder. There is no expressed or implied obligation for the City of Lewisville to reimburse responding bidders for any expense incurred in the preparation of bids in response to this request.

The City reserves the right to reject all bids, to consider alternatives, to waive any formalities and irregularities, and to re-solicit bids. In addition, during the evaluation period, the City may, where it may serve the City's best interest, request additional information or clarifications from bidders, or allow corrections of errors or omissions.

Each bidder shall guarantee and honor its response to these specifications for a period of sixty (60) days, or until the City enters a contract with one of the bidders, whichever occurs first.

The RFB will be available to interested parties on Bonfire or may be picked up in person at the Purchasing office.

**All questions pertaining to this bid must be submitted in writing via Bonfire.**

Bids may be uploaded to Bonfire or delivered to the City of Lewisville Purchasing Division Office at the address, in a sealed envelope or box, clearly marked:

**RFB: 25-64-A ANNUAL CONTRACT FOR WATER & WASTEWATER TREATMENT  
CHEMICALS**

**Delivery address:**

City of Lewisville  
Finance Administration – Purchasing Division  
Attn: Nicole Haney, Buyer  
151 W. Church St  
Lewisville, TX 75057

**PRE-BID**

**A pre-bid conference will be held at the date and time specified on Bonfire.** While attendance of the pre-bid conference is not mandatory, it is recommended due to the nature of the project.

**MISCELLANEOUS**

All forms requiring either a signature or information to be filled in are to be returned with your bid. In addition, the language contained in the attached form entitled Purchase Order Terms and Conditions is made part of this request for bid through reference herein.

**CITY OF LEWISVILLE  
PURCHASING DIVISION**

**INSTRUCTIONS TO BIDDERS**

**INSTRUCTIONS:** These instructions apply to all bids and become a part of the terms and conditions of any bid submitted.

**BIDS** must not be faxed, but are to be submitted to the City in one of the following manners:

- A. **Electronic Receipt:** Bidders are encouraged to submit bids to the City through Bonfire. The City is a member of this electronic bidding platform and the submittal of bids to the City is at no cost to the bidder. The internet site is [www.gobonfire.com](http://www.gobonfire.com).

**or**

- B. **Paper Bid Receipt:** Paper bids may be submitted to the City. Bidders are to submit the original and one PDF copy of the bid on a flash drive in a sealed envelope to the Purchasing Division prior to response due date/time. The sealed envelope is to be marked on the outside with the bidder's name, address, the bid invitation number, and closing date recorded on the bottom left corner of the envelope.

Address to:

City of Lewisville  
Finance Administration - Purchasing Division  
751 E. Valley Ridge Blvd.  
Lewisville, Texas 75057

Sealed bids must be submitted in sufficient time as to be received and time stamped at the above location on or before the published bid date and time shown on the bid invitation. Bids received after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Lewisville is not responsible for lateness of mail carrier, etc.

**BID:** The bidder should quote its lowest and best price, F.O.B. destination on each item bid. If delivery and shipping quantities affect unit bid price, multiple bids may be made so as to indicate "price break" quantities in order for the City to determine maximum economic benefits. Pricing for paper bids shall be entered on the Bid Sheet in ink or typewritten. Totals shall be entered in the "Total Price" column of the Bid Sheet. In all cases of discrepancy between unit price and extended price, the unit price will be presumed to be correct.

**MAKE-MODEL** Items must be the best and latest model available of the type specified. If the bid invitation indicates a specific brand of product, the brand listed is deemed to be descriptive and not restrictive and is used to indicate the type and quality level desired for comparison purposes. Bidders may offer an approved equal to the brand listed, unless otherwise noted. The City shall make the final determination as to the brand offered being an approved equal to the brand listed. A Complete catalog or brochure showing in detail the item offered must accompany the bid.



**SPLIT-AWARD:** Bidders may furnish pricing for all or any portion of the bid invitation. Unless the bidder specifies otherwise in his bid, the City may award the contract for any item or group of items shown on the bid invitation.

**BID FORMS:** Bids submitted on other than City forms, whether electronic or paper, or with different terms or provisions may not be considered as responsive bids.

Bids must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in the bid document.

**F.O.B./DAMAGE:** Quotations shall be bid F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The City of Lewisville assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.

**INVOICES:** Invoices must be submitted by the successful bidder in duplicate to the City of Lewisville Accounts Payable, P O Box 299002, Lewisville, TX 75029-9002 or may be emailed to: [accountspayable\\_col@cityoflewisville.com](mailto:accountspayable_col@cityoflewisville.com).

**TAXES:** The City of Lewisville is exempt from Federal Manufacturer's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED IN BID. Tax exemption certificates will be executed by the City and furnished upon request.

**PRICING:** Bids should be firm. If the bidder, however, believes it necessary to base its price on price adjustment, such a bid may be considered, but only as an alternate bid.

**PAYMENT TERMS:** Payment terms are net 30 days after the goods are provided or services are completed, as required, or a correct invoice is received, whichever is later.

**DELIVERY PROMISE - PENALTIES:** Bids MUST show the number of calendar days required to place the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a bidder to meet his delivery promises without valid reason may be cause for removal from the Bidder's List. When Delivery delays can be foreseen, the bidder shall give prior notice to the Purchasing Division which shall have the right to extend the delivery due date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Division to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

**PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.

**CORRESPONDENCE:** The bid number must appear on ALL correspondence, inquiries, etc. pertaining to the bid.

**DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.

**PATENT RIGHTS:** The Vendor agrees to indemnify and hold the City harmless from any and all claims involving patent right infringement or copyrights on goods supplied.

**EVALUATION:** Response to the specification in this bid is of primary importance in determining the lowest responsible bid.

**BID AWARD:** Bids will be awarded either on Lowest Responsible Bid or Best Value. The Criteria used to determine Best Value is as follows:

- Purchase Price
- The reputation of the bidder and of the bidder's goods and service
- The quality of the bidder's goods or services
- The extent to which the goods or services meet the municipality's needs.
- The bidder's past relationship with the municipality.
- The impact on the ability of the city to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities.

The total long-term cost to the city to acquire the bidders good or services (Life Cycle Costing).

Any other relevant factors that a private business would consider in selecting a bidder.

**FUNDING:** The City of Lewisville is a home-rule municipal government operated and funded on an October 1 to September 30 Fiscal Year; accordingly, the City reserves the right to terminate, without liability to the City any contract for which funding is not available.

**RESERVATIONS:** The City expressly reserves the right to:

- A. Waive as an informality, minor deviations from specifications.
- B. Waive any defect, irregularity or informality in any bid or bidding procedure.
- C. Reject or cancel any or all bids.
- D. Reissue a bid invitation.
- E. Extend the bid opening time and date.
- F. Procure any item by other means.
- G. Increase or decrease the quantity specified in the bid invitation, unless the Bidder specifies otherwise.
- H. Consider and accept an alternate bid as provided herein when most advantageous
- I. to the City.

**ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.

**AUDIT:** The City of Lewisville reserves the right to audit the records and performance of the successful bidder during the term of the contract and for three years after the contract is completed.

**PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the City Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties with the bidding process.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary.

Failure to Protest within the time allotted shall constitute a waiver of any protest.

**ALTERING BIDS:** Bid cannot be altered or amended after submission deadline. Any interlineation, or alteration made before opening time for sealed bids must be initialed by the signer of the bid, guaranteeing authenticity.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Lewisville.

**ADDENDA:** Any interpretations, corrections or changes to this Invitation for Bid and Specifications will be made by ADDENDA. Sole authority to issue addenda shall be vested in the City of Lewisville. Bidders shall acknowledge receipt of all addenda on bid form.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award; and
- The City of Lewisville may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

**BIDDER SHALL PROVIDE** with this bid response, all documentation required. Failure to provide this information may result in rejection of bid.

**SUCCESSFUL BIDDER SHALL** defend, indemnify and save harmless the City of Lewisville and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character,

name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City of Lewisville and participating entities growing out of such injury or damages.

**TERMINATION FOR DEFAULT:** The City of Lewisville reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1) meet delivery schedules, or 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award to another bidder. Purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

**TESTING:** Testing may be performed at the request of the City without expense to the City.

**REMEDIES:** The successful bidder and City of Lewisville agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Denton County, Texas.

**SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial products and practices are to prevail. All interpretations of the specifications in this bid shall be made on the basis of this statement.

**DEVIATIONS** from specifications and alternate bids must be clearly shown on the bid form with complete information attached to form. They may or may not be considered.

**NO EMPLOYEE** of the City of Lewisville who has a financial interest in a prospective vendor shall participate in submitting a bid or proposal to conduct work for the City.

**NO EMPLOYEE** of the City of Lewisville shall receive any compensation for or as a result of a contract for goods or services purchased by the City if that employee was in a position to influence the City with respect to the contract.

**ELIGIBLE BIDDER:** Bidders are limited to those persons or firms who are qualified and engaged in a full-time business and can assume liabilities for any performance or warranty service required.

**REJECTED ITEM(S):** Item(s) that are rejected for failure to meet prescribed minimum specifications shall be returned to the supplier at no cost to the City of Lewisville.

**INDEMNITY:** The City of Lewisville will not accept a contract that contains any provision causing the City of Lewisville to indemnify the vendor for any reason.

**VENDOR AGREEMENT:** Any vendor agreements (service, maintenance, etc.) to be signed by the City of Lewisville must be submitted with your bid.



## EXHIBIT A

### PURCHASE ORDER TERMS & CONDITIONS

**Seller and Buyer agree to comply with the following terms and conditions. These Terms and Conditions along with the purchase order shall constitute a contract between the Seller and Buyer upon the Seller issuing an invoice and/or providing any of the goods and services described in the purchase order. In the event of a conflict between these Terms and Conditions and a separate written agreement between the Seller and Buyer, the terms of the separate written agreement shall prevail.**

1. **SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase order release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The Buyer assumes no liability for goods delivered in damaged or unacceptable condition. The Seller shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by Seller of damage.

5. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this contract are "no arrival, no sale".

7. **INVOICES AND PAYMENTS:** (a) Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: City of Lewisville Accounts Payable, PO Box 299002 Lewisville, Texas 75029-9002. Payments shall be made thirty days after the goods are delivered to the Buyer, or a correct invoice is received, whichever is later. Suppliers should keep the Accounts Payable Office advised of any changes in remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. Buyer shall furnish tax exemption certificate, if required.

8. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the City of Lewisville with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

10. WARRANTY PRICE: (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

12. SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

13. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS: As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this contract. If Buyer does not receive notice and is subsequently held liable for the infringement of the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

14. RIGHT OF INSPECTION: Buyer shall have the right to inspect the goods at delivery before accepting them.

15. CANCELLATION: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

16. TERMINATION: The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.

17. FORCE MAJEURE: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the

obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

18.ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19.WAIVER: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

20.MODIFICATIONS: This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. This shall include any change orders.

21.INTERPRETATION PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

22.APPLICABLE LAW: This contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.

23.ADVERTISING: Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

24.RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25.VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Denton County, Texas.

26.DISCLOSURE: Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at [ethics.state.tx.us](http://ethics.state.tx.us), must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code

Seller should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

27. INDEPENDENT CONTRACTOR: Seller shall be considered an independent contractor and not an agent, servant, employee, or representative of Buyer in the performance of the work. No term or provision herein or act of the Seller shall be construed as changing that status.

28. TERMINATION FOR DEFAULT: Buyer reserves the right to enforce the performance of any Purchase Order in any manner prescribed by law or deemed to be in the best interest of Buyer in the event of breach or default. The Buyer reserves the right to terminate any purchase order and/or agreement with the Seller in the event the Seller fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with these terms and conditions.

29. PROTESTS: All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code

Post-award protests must be submitted in written form to the City Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest.

**30. INDEMNIFICATION: SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD BUYER, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY SELLER'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY SELLER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF BUYER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE SELLER AND BUYER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

31. SEVERABILITY: In case any one or more of the provisions contained in these Terms and Conditions shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

32. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a): The Buyer supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Buyer comply with the requirements of IRCA and shall notify the Buyer within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Buyer may terminate a contract with the Seller if the Buyer determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Buyer of an IRCA violation.

33. ADA COMPLIANCE: All goods and services provided to the Buyer must be compliant with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Seller will be required to certify compliance, if required under the law or otherwise required by the Buyer.

34. PROTECTION OF RESIDENT WORKERS: The Buyer actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Seller shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Buyer reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Buyer's expense.

35. TEXAS GOVERNMENT CODE CHAPTER 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Consultant affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

36. TEXAS GOVERNMENT CODE CHAPTER 2271. Pursuant to Texas Government Code Chapter 2271, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement. This section shall not apply if Consultant employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.

37. TEXAS GOVERNMENT CODE CHAPTER 2274. Pursuant to Texas Government Code Chapter 2274, Consultant verifies the following:

- A. Consultant: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.
- B. Consultant: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274.



**CITY OF LEWISVILLE  
PURCHASING DIVISION**

**ADDITIONAL TERMS**

**ANTI-LOBBYING PROVISION**

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except during City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

**LAWS AND ORDINANCES**

Laws and Ordinances: The Contractor shall always observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

**PROTECTION OF RESIDENT WORKERS**

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

**IMMIGRATION REFORM AND CONTROL ACT**

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of

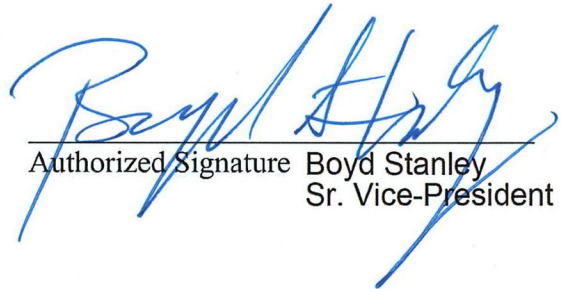
Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

Polydyne Inc.

Contractor Name

6/20/2025

Date

  
Authorized Signature Boyd Stanley  
Sr. Vice-President

**CITY OF LEWISVILLE  
PURCHASING DIVISION**

**ANNUAL CONTRACT STANDARD PROVISIONS**

Contractor and the City of Lewisville agree as follows:

1. **TERM:** The term of this annual contract is twelve-months, with the option to extend for up to three (3) additional twelve-month periods, subject to the approval of the Contractor and the City Manager, or his designee.
2. **TRANSITION TERM:** Upon the expiration of the Initial Term or any subsequent Renewal Term, the Contractor shall continue performance under this Agreement until the City has a new contract in place with either the Contractor or another provider or until the City terminates the Agreement. In no event shall this transition term exceed ninety (90) calendar days unless the City and the Contractor mutually agree otherwise in writing. The City will pay Contractor for all Services rendered in compliance with this Agreement during this transition term. If Services rendered during this transition term are not, in the City's judgment, in compliance with the requirements of this Agreement, no payment will be owed.
3. **DESCRIPTION – SALE OF GOODS AND SERVICES:** Contractor will transfer and deliver to the City, and the City will pay for and accept the City's requirements during this agreement. It is understood that quantities shown on the Bid Sheets are estimates and do not obligate the City to order or accept more than the City's actual requirements during the Agreement, nor do the estimates limit the City to ordering less than it's actual needs during the Agreement, subject to availability of appropriate funds.
4. **PURCHASE ORDER:** The City will exercise its right to specify time, place, and quantity to be delivered through the use of a purchase order.
5. **PRICE ADJUSTMENT:** All goods and services to be delivered pursuant to this Agreement, including any extensions thereof, will be purchased at the prices stated on the Contractor's Bid Sheet; provided that, at renewal or extension of the Agreement for an additional twelve-months, the prices for goods and services to be delivered during the ensuing twelve-month period may be increased or decreased to the extent of changes in the cost of material to Contractor, as reflected in written documentation provided by the Contractor to the City. The written documentation must allow the City the ability to verify all requested price adjustments.



## **CITY OF LEWISVILLE DISCLOSURE OF INTEREST**

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at [ethics.state.tx.us](http://ethics.state.tx.us), must be filed with the City Secretary of the City of Lewisville no later than the seventh (7<sup>th</sup>) business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated Conflict of Interest Questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Seller should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

**EXHIBIT A  
VENDOR REFERENCES**

Please list at least three (3) references of **current** customers who can verify the quality of service your company provides. The City prefers local customers of similar size and scope of work to this bid. *THIS FORM MUST BE RETURNED WITH YOUR BID.* Attach additional sheets as needed.

**REFERENCE ONE:**

**Government/Company Name:** Trinity River Authority of Texas

**Address:** 6500 W. Singleton Blvd. Dallas, TX 75212

**Contact Name and Title:** Russell Gurss, Operations Division Chief

**Contact Phone:** (972) 263-2251 **Contact Email:** GurssR@trinityra.org

**Contract Period:** 12/1/24 - 11/30/25 **Contract Amount:** 400,000.00

**REFERENCE TWO:**

**Government/Company Name:** City of Dallas

**Address:** 1440 Whitlock Lane, Carrollton, TX 75006

**Contact Name and Title:** Ray Bowling, Operations Supervisor

**Contact Phone:** (972) 389-6003 **Contact Email:** arlie.bowling@dallascityhall.com

**Contract Period:** 7/1/24 - 6/30/27 **Contract Amount:** \$5,986,400.00

**REFERENCE THREE:**

**Government/Company Name:** City of Ft. Worth

**Address:** 4500 Wilma Lane, Arlington, TX 76012

**Contact Name and Title:** Magdalia Jackson, Water Systems Superintendent

**Contact Phone:** (817) 392-4966 **Contact Email:** Migdalia.Jackson@fortworthtexas.gov

**Contract Period:** 10/1/22 - 9/30/25 **Contract Amount:** 1,292,692.00



**LEWISVILLE**  
Deep Roots. Broad Wings. Bright Future.

## Lewisville 2025 - Sustainability

Lewisville City Council unanimously adopted the Lewisville 2025 plan on July 14, 2014. The plan was developed after more than a year of public input and discussion that garnered hundreds of ideas and suggestions. That input was studied extensively by the Lewisville 2025 Steering Committee, City staff and professional consultants and formulated into the Lewisville 2025 plan. The plan provides a clear shared vision for the kind of community Lewisville wants to be when it turns 100 years old in 2025: a place that people choose to live, work and visit.

Lewisville 2025 identifies nine “Big Moves” to guide the community’s efforts toward being a thriving, desirable community. One of these Big Moves is sustainability. Lewisville defines sustainability in this way:

*Limited resources, such as land, water, energy, clean air, natural assets, and public funds are used efficiently to provide a desirable quality of life and business climate today without reducing Lewisville’s ability to provide the desired quality of life and business climate for success of future generations.*

The Purchasing Division’s goal is to support and encourage sustainable management practices through the purchase and use of materials, products and services that demonstrate environmental stewardship as well as fiscal and social responsibility. To that end, Lewisville will consider environmental factors such as but not limited to, recycled content, product life cycle, waste reduction, energy efficiency, toxicity, water consumption, and human health impacts when making purchasing recommendations. To assist City staff with evaluating these factors, prospective vendors may be required to provide specific information about their products and services that addresses environmental impacts.

| Does Product or Service?             | Yes | No | Details                                    |
|--------------------------------------|-----|----|--|
| Reduce energy consumption            |     | ×  |  |
| Reduce toxicity, including emissions |     | ×  |  |
| Reduce waste                         | ×   |    | Assist in purification of water for reuse. |
| Contain recyclable materials         |     | ×  |  |
| Reduce water consumption             | ×   |    | Treated water can be reused.               |
| List other environmental impacts     | ×   |    | Removes suspended solids from water.       |

*Attach supporting documentation if needed*



Several Governmental entities around the City of Lewisville have indicated an interest in being included in this contract. Should these Governmental Entities decide to participate in this contract, would you, (the vendor) agree that all terms conditions, specifications, and pricing would apply?

(b) Governmental Entities utilizing Internal-Governmental contracts with the City of Lewisville will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Lewisville will be billed directly to that Governmental Entity and paid by that Governmental Entity. City of Lewisville will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

Boyd Stanley, Sr. Vice-President  
(Please print or type)

**CITY OF LEWISVILLE  
PURCHASING DIVISION**

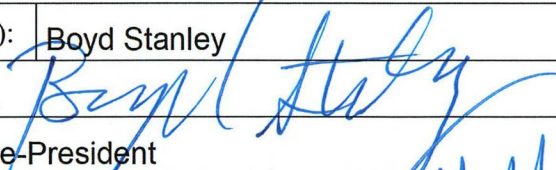

**STATE RECIPROCAL REQUIREMENT**

The City of Lewisville, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Section 2252.002 of the Government Code). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

1. Where is your principal place of business? 1 Chemical Plant Rd. Riceboro, GA 31323
2. Only if your principal place of business is not in the state of Texas, please indicate:
  - A. In which state is your principal place of business located? Georgia
  - B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? ☒ YES ☐ NO
  - C. If "YES", what is that dollar increment or percentage? Reciprocal Preference

**NON-COLLUSION STATEMENT**


The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firms, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

|   |  |  |  |
|---|--|--|--|
| Vendor:   | Polydyne Inc.  |  |  |
| Address:  | 1 Chemical Plant Rd  |  |  |
| City, State, Zip:                                   | Riceboro, GA 31323   |  |  |
| Phone:  | (800) 848-7659 Option #2   |  |  |
| Email:  | bids@polydyneinc.com   |  |  |
| Bidder (Print Name):                                | Boyd Stanley   |  |  |
| Bidder Signature:                                   |   |  |  |
| Job Title:  | Sr. Vice-President   |  |  |
| Signature of company official authorizing this bid: |  |  |  |
| Company Official (Print name):                      | Mark Schlag  |  |  |
| Job Title:  | Assistant Secretary  |  |  |

Several Governmental entities around the City of Lewisville have indicated an interest in being included in this contract. Should these Governmental Entities decide to participate in this contract, would you, (the vendor) agree that all terms conditions, specifications, and pricing would apply?

- (a) If you (the Vendor) checked yes, the following will apply.
- (b) Governmental Entities utilizing Internal-Governmental contracts with the City of Lewisville will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Lewisville will be billed directly to that Governmental Entity and paid by that Governmental Entity. City of Lewisville will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

FIRM NAME: Polydyne Inc.

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:  
 DATE 6/20/2025

SIGNER'S NAME AND TITLE:

Boyd Stanley, Sr. Vice-President  
(Please print or type)



## VENDOR SUPPLEMENTAL INFORMATION

*The following information is required for contract development.*

1. In what state was your business formed? Delaware
2. Provide the following information for the person authorized to execute contracts on behalf of your organization:

Name Boyd Stanley Title Sr. Vice-President  
Email Address bids@polydyneinc.com Telephone No. (800) 848-7659 Option #2  
Mailing Address 1 Chemical Plant Rd. City Riceboro State GA Zip 31323

3. Provide the following information for the contact person authorized to implement this contract on behalf of your organization:

Name Rebecca Beasley Title Sr. Business Manager  
Email Address rbearley@polydyneinc.com Telephone No. (800) 848-7659 Option #2  
Mailing Address 1 Chemical Plant Rd. City Riceboro State GA Zip 31323

4. Provide the following information for the person authorized to receive notices and communications regarding this contract on behalf of your organization:

Name Brent SoRelle Title Southern Central District Manager  
Email Address bsorelle@polydyneinc.com Telephone No. (682) 216-5062  
\*Physical Business Address 1 Chemical Plant Rd. City Riceboro State GA Zip 31323  
*\*Notices and communications will be mailed to this physical address*

5. Select and complete one of the following:

- a. ☐ **Sole Proprietorship**  
i. Legal name of Sole Proprietor: \_\_\_\_\_  
ii. Physical business address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- b. ☐ **General Partnership**  
i. Legal name of Partnership: \_\_\_\_\_  
ii. Physical business address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

## VENDOR SUPPLEMENTAL INFORMATION

- c. ☐ **Limited Partnership**
- i. Legal name of Limited Partnership: \_\_\_\_\_
- ii. General Partner(s):
- If a legal entity, name of the entity: \_\_\_\_\_
  - If an individual, name of the individual: \_\_\_\_\_
- iii. Physical business address: \_\_\_\_\_
- City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- d. ☒ **Corporation**
- i. Legal name of Corporation: Polydyne Inc.
- ii. Physical business address 1 Chemical Plant Rd
- City Riceboro State GA Zip 31323
- e. ☐ **Limited Liability Company**
- i. Legal name of Limited Liability Company: \_\_\_\_\_
- ii. Physical business address \_\_\_\_\_
- City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- f. ☐ **Other Entity (not listed)**
- i. Legal name and type of Company: \_\_\_\_\_
- ii. Physical business address \_\_\_\_\_
- City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

6. Does your business have 10 or more full-time employees? ☐ No ☒ Yes

7. a. Are you a publicly traded business? ☒ No ☐ Yes – where traded: \_\_\_\_\_

b. Are you a wholly owned subsidiary of a publicly traded business? ☒ No ☐ Yes – which publicly traded business: \_\_\_\_\_

8. a. Is your business registered with the Texas Secretary of State? ☐ No ☒ Yes

b. If yes, please provide records or screenshot(s) from the Texas Secretary of State's website reflecting the name or names for which your business has been registered.

In signing this form, I acknowledge that I have read the above and state that the information contained therein is true and correct.

Signature: Boyd Stanley Date: 6/20/2025

Print Name: Boyd Stanley Print Title: Sr. Vice-President



CITY OF LEWISVILLE  
PURCHASING DIVISION

**EXCEPTIONS**

Bid 25-64-A

On the lines below, please list any exceptions taken to this bid invitation

| ITEM # | DESCRIPTION |
|--------|-------------|
|        |             |
|        |             |
|        |             |
|        |             |
|        |             |
|        |             |
|        |             |
|        |             |
|        |             |
|        |             |
|        |             |
|        |             |
|        |             |
|        |             |

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

**No exceptions taken to this bid invitation.**

Signature: Boyd Stanley, Sr. Vice-President

Company: Polydyne Inc.

Date: 6/20/2025

**INSURANCE REQUIREMENTS**  
**GENERAL CONTRACTS FOR SERVICES**

Service work, supplies requiring installation, Janitorial Services, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, Major street repairs and Waterline projects, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the vendor's bid.

**A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

**B. MINIMUM LIMITS OF INSURANCE**

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
  - a. Premises – Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
  - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expense.

***NOTE: The aggregate loss limit applies to each project.***

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductible or self-insured retentions must be declared to and approved by the City.

**D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.
  - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
  - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All Coverages

Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages

Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

**E. ACCEPTABILITY OF INSURERS**

The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A-:VI, or, A or better** by Standard and Poors.

**F. VERIFICATION OF COVERAGE**

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**G. HOLD HARMLESS AND INDEMNIFICATION**

THE CONSULTANT/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S/CONTRACTOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

# No Bid

## Sample Receipt Form - Activated Carbon

I, \_\_\_\_\_ with \_\_\_\_\_, attest that I have  
(Print Name) (Company Name)

dropped off my Activated Carbon Sample due by this bid with City personnel and thoroughly understand the nature of this bid.

Be sure to return this sample receipt form for activated carbon with your entire bid package.

ELECTRONIC BIDS: Completed forms may be scanned and attached to Bonfire submittal or submitted to Purchasing before the bid due date and time.

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

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Authorized Representative (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City Representative (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Sample Receipt Form – Magnifloc Polymer

I, Boyd Stanley, Sr. Vice-President with Polydyne Inc., attest that I have  
(Print Name) (Company Name)

dropped off my Magnifloc Polymer Sample due by this bid with City personnel and thoroughly understand the nature of this bid. (Sent via FedEx)

Be sure to return this sample receipt form for magnifloc polymer with your entire bid package.

ELECTRONIC BIDS: Completed forms may be scanned and attached to Bonfire submittal or submitted to Purchasing before the bid due date and time.

Polydyne Inc.

Company Name

1 Chemical Plant Rd.

Company Address

Riceboro

City

GA

State

31323

Zip Code

Boyd Stanley

Authorized Representative (Print)

Sr. Vice-President

Title

6/20/2025

Date

bids@polydyneinc.com

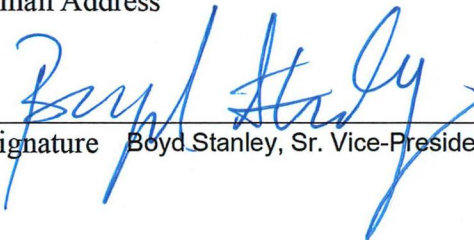
Email Address

(800) 848-7659 Option #2

Phone

(912) 880-2078

Fax



Signature Boyd Stanley, Sr. Vice-President

City Representative (Print)

Title

Date



## Sample Receipt Form – Cationic Polymer

I, Boyd Stanley, Sr. Vice-President with Polydyne Inc., attest that I have  
(Print Name) (Company Name)

dropped off my Cationic Polymer Sample due by this bid with City personnel and thoroughly understand the nature of this bid.

Be sure to return this sample receipt form for cationic polymer with your entire bid package.

ELECTRONIC BIDS: Completed forms may be scanned and attached to Bonfire submittal or submitted to Purchasing before the bid due date and time.

Polydyne Inc.

Company Name

1 Chemical Plant Rd.

Company Address

Riceboro

City

GA

State

31323

Zip Code

Boyd Stanley

Authorized Representative (Print)

Sr. Vice-President

Title

6/20/2025

Date

bids@polydyneinc.com

Email Address

(800) 848-7659 Option #2

Phone

(912) 880-2078

Fax

  
Signature

Boyd Stanley, Sr. Vice-President

City Representative (Print)

Title

Date

ORIGIN ID: SAVA 19128802089  
SANDY WELLS  
POLYDYNE INC.  
1 CHEMICAL PLANT ROAD

SHIP DATE: 09JUN25  
ACTWGT: 1.00 LB  
CAD: 111521948/INET4535

RICEBORO, GA 31323  
UNITED STATES US

BILL SENDER

TO WATER TREATMENT PLANT

CITY OF LEWISVILLE

1400 N. COWAN

WATER TREATMENT PLANT

LEWISVILLE TX 75057

(972) 219-3541

REF: SAMPLE FOR 25-54-A

PO:

DEPT:

58GJ5/0E74/59F2



J252025040801uv

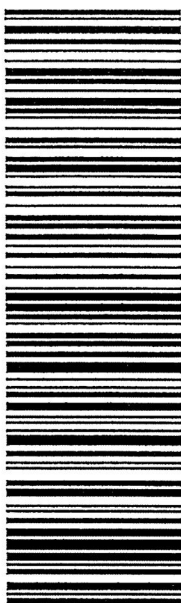
TRK# 8818 8176 5214  
0201

TUE - 10 JUN 10:30A  
PRIORITY OVERNIGHT

XS KIPA

75057

TX-US DFW



After printing this label:

CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH

1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](http://fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.





SNF POLYDYNE

CLARIFLOC®

C-348

P.O. Box 279, Riceboro, GA 31323 (912) 848-7659

READ SDS PRIOR TO USE  
OUT OF REACH OF CHILDREN  
FOR INDUSTRIAL USE ONLY

Lot # PPDD/50022

BEFORE PRIOR TO USE KEEP  
OUT OF REACH OF CHILDREN  
INDUSTRIAL USE ONLY

01/50022

Date: 06/09/25

**TEXAS SECRETARY of STATE**  
**JANE NELSON**

**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

**Filing Number:** 801240834  
**Original Date of Filing:** March 8, 2010  
**Formation Date:** N/A  
**Tax ID:** 13418102839

**Entity Type:** Foreign For-Profit Corporation  
**Entity Status:** In existence

**FEIN:**

**Name:** Polydyne Inc.  
**Address:** 1 Chemical Plant Road  
Riceboro, GA 31323 USA  
**Fictitious Name:** N/A  
**Jurisdiction:** DE, USA  
**Foreign Formation Date:** August 21, 1995

| <a href="#">REGISTERED AGENT</a> | <a href="#">FILING HISTORY</a> | <a href="#">NAMES</a>                                 | <a href="#">MANAGEMENT</a> | <a href="#">ASSUMED NAMES</a> | <a href="#">ASSOCIATED ENTITIES</a> | <a href="#">INITIAL ADDRESS</a> |
|----------------------------------|--------------------------------|---|----------------------------|-------------------------------|-------------------------------------|---------------------------------|
| <b>Name</b>                      |                                | <b>Address</b>  |                            |                               | <b>Inactive Date</b>                |                                 |
| National Registered Agents, Inc. |                                | 1999 Bryan St., Ste. 900<br>Dallas, TX 75201-3136 USA |                            |                               |                                     |                                 |

**Instructions:**

- To place an order for additional information about a filing press the 'Order' button.

## WARRANTY

Polydyne Inc. guarantees that the chemicals it proposes to furnish shall be of the highest quality and shall meet or exceed the intent of the specifications, free from defects in material and workmanship. Polydyne Inc. is dedicated to providing our customers with quality material on a timely basis. Additionally, Polydyne Inc. warrants all goods and services offered under this bid to be readily available from the date of award through all mutually agreed upon option periods and further guarantees replacement of defective materials during said periods in conjunction with the statements of the Product Bulletin and Safety Data Sheets.


If there are questions at any time about Polydyne Inc.'s products or if technical service is required, please contact one of Polydyne Inc.'s representatives listed below.

Brent SoRelle, Southern Central District Manager  
Cellular Phone: (682) 216-5062  
Email: bsorelle@polydyneinc.com

Rick Johnson, Regional Sales Manager  
Cellular Phone: (281) 630-4591  
Email: rjohnson@polydyneinc.com

Customer Service:  
Jonathan Jones, Customer Service Representative  
PH: (800) 848-7659 Extension 8730  
Email: jonathanj@snf.com  
Monday – Friday, 8:00 a.m. – 5:00 p.m., E.S.T.

Bids & Contracts Department:  
Randal Vickery, Bid Coordinator  
PH: (800) 848-7659 Extension 2  
Fax: (912) 880-2078  
Email: bids@polydyneinc.com



---

Boyd Stanley, Sr. Vice-President  
Date: June 20, 2025



POLYDYNE INC

CERTIFICATE OF RESOLUTIONS

I, Christopher J. Gannon, Secretary of Polydyne Inc., a Delaware corporation (the "Company"), do hereby certify that at a duly called meeting of the Board of Directors of the Company, held on January 8, 2020, the Board of Directors unanimously approved the following Resolutions:

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

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

RESOLVED, that any Officer of the Corporation be and hereby is authorized and empowered, and to the extent necessary or advisable, directed, to attest the execution of any document executed pursuant to these resolutions, and to affix the seal of the Corporation thereto, and to certify under seal to any municipality the adoption of these resolutions; and further

RESOLVED, that the authorizations granted under these Resolutions shall continue in full force and effect until successors to the foregoing representatives of the Corporation shall have been duly appointed or until the death, resignation or removal of each such representative.

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Resolutions with effect this 8<sup>th</sup> day of January 2020.

  
\_\_\_\_\_  
Christopher J. Gannon, Secretary



I attest the authenticity of this copy of the Resolution of the Board of Directors. This resolution is still valid and in effect as of date signed.

  
\_\_\_\_\_  
Mark Schlag

Vice President Finance, Assistant-Secretary & Treasurer  
Date: 6/20/25

**Polydyne Inc.  
General Information**

**Federal Identification No.** 34-1810283

**State of Incorporation:** Delaware

**Date of Incorporation:** August 21, 1995

**Administrative Offices:** P.O. Box 279,  
1 Chemical Plant Road  
Riceboro, GA 31323

**Payment Address:** P.O. Box 404642  
Atlanta, GA 30384-4642

**Board of Directors**

|                     |
|---------------------|
| <b>John Pittman</b> |
|---------------------|

**Officers**

|   |                           |
|---|---------------------------|
| <b>President</b>  | <b>John Pittman</b>       |
| <b>Secretary</b>  | <b>Christopher Gannon</b> |
| <b>VP-Finance, CFO, Treasurer &amp; Assistant Secretary</b> | <b>Mark Schlag</b>        |
| <b>Senior Vice President</b>                                | <b>Boyd Stanley</b>       |
| <b>Vice President</b>                                       | <b>Ken Luke</b>           |

**\*Authorized Signers-Non Officers**

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

**Ownership Disclosure**

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2025

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).

|  |   |  |   |
|--|---|--|---|
| <b>PRODUCER</b><br><br>EPIC Insurance Brokers & Consultants<br>1140 Avenue of the Americas – 8 <sup>th</sup> Floor<br>New York, NY 10036 | <b>CONTACT</b> Andrea Kim<br><b>NAME:</b><br><b>PHONE:</b> 212.293-6203<br><b>(A/C, No, Ext):</b><br><b>E-MAIL:</b> <a href="mailto:andrea.kim@epicbrokers.com">andrea.kim@epicbrokers.com</a><br><b>ADDRESS:</b> |  | <b>FAX:</b> 212.488.0220<br><b>(A/C, No):</b> |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>  |  | <b>NAIC #</b>                                 |
| <b>INSURED</b><br><br>Polydyne Inc.<br>One Chemical Plant Road<br>PO Box 250<br>Riceboro GA 31323  | <b>INSURER A:</b> IRONSHORE SPECIALTY INSURANCE COMPANY   |  | 25445   |
|  | <b>INSURER B:</b> HARTFORD FIRE INSURANCE COMPANY   |  | 19682   |
|  | <b>INSURER C:</b> HARTFORD ACCIDENT AND INDEMNITY COMPANY   |  | 22357   |
|  | <b>INSURER D:</b>   |  |   |
|  | <b>INSURER E:</b>   |  |   |
| <b>INSURER F:</b>  |   |  |   |

**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 INSD  | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|------------|----------|-----------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | Y          | Y        | IEPICB5ZFB005   | 12/31/2024              | 12/31/2025              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000<br>MED EXP (Any one person) \$25,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS   | Y          | Y        | 10ABR30602      | 12/31/2024              | 12/31/2025              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| A        | <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><br>DED <input type="checkbox"/> RETENTION \$  | Y          | Y        | IEELCASB5ZFD005 | 12/31/2024              | 12/31/2025              | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$  |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N/A | Y        | 10WNR30600      | 12/31/2024              | 12/31/2025              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                    |
| A        | <b>POLLUTION LIABILITY</b>  | Y          | Y        | IEPICB5ZFB005   | 12/31/2024              | 12/31/2025              | LIMIT: \$1,000,000<br>DEDUCTIBLE: \$250,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City, its officers, officials, employees, Boards and Commissions and volunteers are included as Additional Insureds under General Liability, Business Automobile Liability coverage as required by contract with respect to liability arising out of the operations of the Named Insured, as their interest may appear and subject to policy terms and conditions. Waiver of Subrogation is granted under General Liability, Business Auto, Workers Compensation and Pollution Liability coverage according to the terms as required by written contract per terms and conditions of the policies. Insurance coverage applies on a primary and non-contributory basis where required by contract per terms and conditions of the above referenced policies.

EXCESS LIABILITY POLICY PROVIDES ADDITIONAL EXCESS LIMITS OVER THE PRIMARY \$1M POLLUTION LIABILITY POLICY.

**CERTIFICATE HOLDER****CANCELLATION**

|  |  |
|--|--|
| City of Lewisville<br>P.O. Box 299002<br>Lewisville, TX 75029-9002 | 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<br><br>Andrea Kim  |

14

© 1988-2014 ACORD CORPORATION. All rights reserved.



The Public Health and Safety Organization

## NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, June 17, 2025** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Polydyne+Inc%2E&TradeName=C%2D348&PlantCountry=UNITED+STATES&>

---

### NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

---

#### Polydyne Incorporated

P.O. Box 279

Riceboro, GA 31323

United States

800-848-7659

[Visit this company's website \(http://www.polydyneinc.com\)](http://www.polydyneinc.com)

**Facility :** Los Angeles, CA

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

**Trade Designation**

Clarifloc® C-348

**Product Function**

Coagulation & Flocculation

**Max Use**

25 mg/L

**Facility :** Riceboro, GA

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

**Trade Designation**

Clarifloc® C-348

**Product Function**

Coagulation & Flocculation

**Max Use**

25mg/L

**Facility :** Pearlinton, MS

Poly (Diallyldimethylammonium Chloride)(pDADMAC)

**Trade Designation**

Clarifloc® C-348

**Product Function**

Coagulation & Flocculation

**Max Use**

25mg/L

---

Number of matching Manufacturers is 1

Number of matching Products is 3

Processing time was 0 seconds



# CLARIFLOC C-348 POLYMER

## CHARACTERISTICS

CLARIFLOC C-348 polymer is a **medium** molecular weight, homopolymer of diallyldimethylammonium chloride. It is an effective organic coagulant for water and wastewater clarification in a wide variety of municipal applications. CLARIFLOC C-348 can partially or totally replace alum, ferric, lime and other inorganic coagulants, thereby reducing sludge volume. Unlike inorganics, it is effective over very wide pH ranges. CLARIFLOC C-348 is NSF certified for clarification of potable water at dosages up to 25 mg/L.

## TYPICAL PROPERTIES

|                |                       |
|----------------|-----------------------|
| Physical Form  | Clear Amber Liquid    |
| Density        | 8.7-9.1 lbs/gal       |
| Freezing Point | 25 F. (-4 C.)         |
| Solubility     | Totally Water Soluble |

## PREPARATION AND FEEDING

CLARIFLOC C-348 is a solution polymer which can be diluted to any convenient concentration for feeding. Fill the dilution tank with enough water to cover the mixing blades, add the desired quantity of CLARIFLOC C-348 and allow to mix while topping-off the tank with water. Totally automatic dilution equipment is available.

## MATERIALS OF CONSTRUCTION

Crosslinked polyethylene, fiberglass, stainless steel and lined mild steel are the preferred materials of construction for bulk tanks. Unlined mild steel, black iron, galvanized steel, or copper are not recommended in any part of the polymer feed system. Stainless steel or PVC are the best choice for pump heads and feed lines.

## MANUFACTURING SPECIFICATIONS

|                   |                  |
|-------------------|------------------|
| Specific Gravity  | 1.07-1.09        |
| % Active          | 39.0-42.0        |
| Product Viscosity | 8,000-12,000 cPs |
| Product pH        | 5.0-7.0          |

## HANDLING AND STORAGE

CLARIFLOC C-348 has a suggested in-plant storage life of six months in unopened drums. For best results, store at 40-90 F. Protect from freezing. If the product freezes, allow it to warm up in a heated area and thaw thoroughly before attempting to use it. For spills of CLARIFLOC C-348, sprinkle sawdust or vermiculite over the spill area and sweep the material into approved chemical disposal containers.

## PRODUCT SAFETY INFORMATION

CLARIFLOC C-348 is a mildly acidic product that can irritate the skin and eyes, so gloves, rubber apron and goggles should be worn during the handling of this product. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling information outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with CLARIFLOC C-348, contact Chemtrec anytime day or night at (800) 424-9300.

## SHIPPING

CLARIFLOC C-348 Polymer is shipped in 55 gallon drums containing 450 pounds net and in 275 gallon totes containing 2300 pounds net. Bulk quantities are also available.

## ADDITIONAL INFORMATION

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

**(800) 848-7659**

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

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



# SAFETY DATA SHEET

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

---

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

### 1.1. Product identifier

Product name: **CLARIFLOC™ C-348**

Type of product: Mixture.

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

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

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

Company: POLYDYNE INC  
1 Chemical Plant Road  
PO BOX 279  
Riceboro, GA 31323

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

### 1.4. Emergency telephone number

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

## SECTION 2: Hazards identification

### 2.1. Classification of the substance or mixture

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

Not classified.

### 2.2. Label elements

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

*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

#### Hazardous components

Contains no reportable hazardous substances.

## SECTION 4: First aid measures

### 4.1. Description of first aid measures

#### *Inhalation:*

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

#### *Skin contact:*

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

#### *Eye contact:*

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

#### *Ingestion:*

Rinse mouth with water. Do NOT induce vomiting. Get medical attention immediately if symptoms occur.

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

None under normal use.

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

None reasonably foreseeable.

#### *Other information:*

None.

**SECTION 5: Firefighting measures****5.1. Extinguishing media***Suitable extinguishing media:*

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

Warning! Spills produce extremely slippery surfaces.

*Unsuitable extinguishing media:*

None known.

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

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO<sub>x</sub>), carbon oxides (CO<sub>x</sub>). Ammonia (NH<sub>3</sub>). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

**5.3. Advice for firefighters***Protective measures:*

Wear self-contained breathing apparatus and protective suit.

*Other information:*

Spills produce extremely slippery surfaces. Will not burn until water is evaporated.

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

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

*Protective equipment:*

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

*Emergency procedures:*

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

**6.2. Environmental precautions**

Do not contaminate water.

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

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

*Large spills:*

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



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.

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

This information is not available.

### SECTION 8: Exposure controls/personal protection

#### 8.1. Control parameters

*Occupational exposure limits:*

None known.

#### 8.2. Exposure controls

Appropriate engineering controls:

Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

*a) Eye/face protection:*

Safety glasses with side-shields. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

*b) Skin protection:*

*i) Hand protection:* PVC or other plastic material gloves. Be aware that liquid may permeate gloves, frequent change is advised. Suitable gloves can be recommended by the glove supplier. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.

*ii) Other:* Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

*c) Respiratory protection:*

No personal respiratory protective equipment normally required.

*d) Additional advice:*

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

*Environmental exposure controls:*

Do not allow uncontrolled discharge of product into the environment.

**SECTION 9: Physical and chemical properties****9.1. Information on basic physical and chemical properties**

|  |   |
|--|---|
| <i>a) Appearance:</i>  | Clear to slightly yellow liquid.  |
| <i>b) Odour:</i>   | None.   |
| <i>c) Odour Threshold:</i>                                   | Not applicable.   |
| <i>d) pH:</i>  | 4 - 8 (See Technical Bulletin or Product Specifications for a more precise value, if available)     |
| <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/L @ 20°C  |
| <i>m) Relative density:</i>                                  | 1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available) |
| <i>n) Solubility(ies):</i>                                   | Completely miscible.  |
| <i>o) Partition coefficient n-octanol/water (log value):</i> | < 0   |
| <i>p) Autoignition temperature:</i>                          | Does not self-ignite (based on the chemical structure).   |
| <i>q) Decomposition temperature:</i>                         | > 150°C   |
| <i>r) Viscosity:</i>   | See Technical Bulletin.   |
| <i>s) Kinematic viscosity:</i>                               | No data available.  |
| <i>t) Explosive properties:</i>                              | Not expected to be explosive based on the chemical structure.                                       |
| <i>u) Oxidizing properties:</i>                              | Not expected to be oxidising based on the chemical structure.                                       |

v) *Particle characteristics:*

Not applicable.

## 9.2. Other information

None.

## SECTION 10: Stability and reactivity

### 10.1. Reactivity

Stable under recommended storage conditions.

### 10.2. Chemical stability

Stable under recommended storage conditions.

### 10.3. Possibility of hazardous reactions

None known.

### 10.4. Conditions to avoid

Protect from frost, heat and sunlight.

### 10.5. Incompatible materials

None known.

### 10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO<sub>x</sub>), carbon oxides (CO<sub>x</sub>). Ammonia (NH<sub>3</sub>). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

## SECTION 11: Toxicological information

### 11.1. Information on toxicological effects

#### Information on the product as supplied:

*Acute oral toxicity:* LD50/oral/rat > 5000 mg/kg (Estimated)

*Acute dermal toxicity:* LD50/dermal/rat > 5000 mg/kg. (Estimated)

*Acute inhalation toxicity:* Testing by the inhalation route is inappropriate because exposure of humans via inhalation is unlikely: the substance has no vapour pressure and there is practically no exposure to inhalable aerosols.

*Skin corrosion/irritation:* Not irritating.

*Serious eye damage/eye irritation:* Slightly irritating.

*Respiratory/skin sensitisation:* Not sensitizing to skin. No respiratory sensitization has been observed in the workplace.

|                                  |  |
|----------------------------------|--|
| <i>Mutagenicity:</i>             | By analogy with similar products, this product is not expected to be mutagenic.                  |
| <i>Carcinogenicity:</i>          | By analogy with similar substances, this substance is not expected to be carcinogenic.           |
| <i>Reproductive toxicity:</i>    | By analogy with similar substances, this substance is not expected to be toxic for reproduction. |
| <i>STOT - Single exposure:</i>   | No known effects.  |
| <i>STOT - Repeated exposure:</i> | No known effect.   |
| <i>Aspiration hazard:</i>        | No hazards resulting from the material as supplied.  |

## **SECTION 12: Ecological information**

### **12.1. Toxicity**

#### **Information on the product as supplied:**

|   |  |
|---|--|
| <i>Acute toxicity to fish:</i>            | LC50/Danio rerio/96 hours = 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>        | EC0/activated sludge/0.5 hours = 1000 mg/L (OECD 209)  |
| <i>Effects on terrestrial organisms:</i>  | Exposure to soil is unlikely.  |
| <i>Sediment toxicity:</i>                 | Exposure to sediment is unlikely.  |

### **12.2. Persistence and degradability**

#### **Information on the product as supplied:**

|                     |                            |
|---------------------|----------------------------|
| <i>Degradation:</i> | Not readily biodegradable. |
| <i>Hydrolysis:</i>  | Does not hydrolyse.        |
| <i>Photolysis:</i>  | No data available.         |

### 12.3. Bioaccumulative potential

#### Information on the product as supplied:

Not bioaccumulating.

Partition co-efficient (Log Pow): < 0

Bioconcentration factor (BCF): ~0

### 12.4. Mobility in soil

#### Information on the product as supplied:

Exposure to soil is not to be expected.

K<sub>oc</sub>: ~0

### 12.5. Other adverse effects

None known.

## SECTION 13: Disposal considerations

### 13.1. Waste treatment methods

#### Waste from residues/unused products:

Dispose in accordance with local and national regulations.

#### Contaminated packaging:

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

#### Recycling:

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

## SECTION 14: Transport information

### *Land transport (DOT)*

Not classified.

### *Sea transport (IMDG)*

Not classified.

### *Air transport (IATA)*

Not classified.



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

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

US SARA Reporting Requirements:

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

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:  
Not concerned.

Section 304 - Reportable Quantity:  
Not concerned.

Section 313 (De minimis concentration):  
Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:  
Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:  
Not concerned.

CERCLA

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

RCRA status :

Not RCRA hazardous.

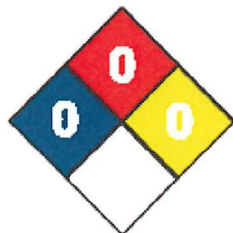
California Proposition 65 Information:

Not concerned.

SECTION 16: Other informationNFPA and HMIS Ratings:

## NFPA:

|               |   |
|---------------|---|
| Health:       | 0 |
| Flammability: | 0 |
| Instability:  | 0 |



## HMIS:

|                  |   |
|------------------|---|
| Health:          | 0 |
| Flammability:    | 0 |
| Physical Hazard: | 0 |
| PPE Code:        | B |

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

SECTION 11. Toxicological information, SECTION 12. Ecological information, SECTION 16. Other Information.

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

STOT = Specific target organ toxicity

Training advice:

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

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

---

Version: 25.01.a

LDCC003A

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



# CLARIFLOC CE-1529 POLYMER

## PRINCIPAL USES

CLARIFLOC CE-1529 is a **medium** charge cationic polyacrylamide 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, flotation, and dewatering.

## TYPICAL PROPERTIES

|                  |                       |
|------------------|-----------------------|
| Physical Form    | White Granular Powder |
| Cationicity      | 40 %                  |
| pH (0.25% Sol'n) | 3-5                   |

## PREPARATION AND FEEDING

CLARIFLOC CE-1529 is water soluble, but certain precautions should be followed to obtain total dissolution with minimum loss of activity. Complete wetting of the individual polymer particles is the single most important factor in the preparation of powdered polymer solutions. One method to achieve good wetting is to use an aspirator type disperser that draws the solid polymer particles into the water stream using a vacuum created by water pressure. A water pressure of 30 psig or greater is required to implement this method. The wetted polymer from the aspirator should be discharged into a vessel equipped with a high speed mixer capable of stirring the entire tank. The polymer solution should be stirred for 15-60 minutes or until dissolution is complete. The suggested make-down concentration for CLARIFLOC CE-1529 is 0.1 - 0.5 % by weight. Completely automated equipment is commercially available.

## MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials for dissolution tanks. Unlined mild steel, black iron, galvanized steel, copper or brass should not be used in any part of the feed system. Stainless steel or PVC are recommended for pump heads and feed lines.

## MANUFACTURING SPECIFICATIONS

|              |               |
|--------------|---------------|
| % Moisture   | < 10          |
| UL Viscosity | 3.8 - 4.4 cPs |
| % Insolubles | < 2.0         |

## HANDLING AND STORAGE

Suggested in-plant storage of CLARIFLOC CE-1529 is one year in unopened bags. Store in a cool, dry area. For spills of dry CLARIFLOC CE-1529, sweep up the material and reuse, if possible. Do not spray water on spilled dry product because the resulting gel is very slippery and difficult to clean up. For spills of CLARIFLOC CE-1529 solutions, sprinkle sawdust or vermiculite over the spill area and sweep into approved chemical disposal containers. Rock salt cuts slipperiness.

## SAFETY INFORMATION

CLARIFLOC CE-1529 can potentially irritate the skin, eyes and lungs, so gloves, goggles and filter type respirator should be worn while handling this product. CLARIFLOC CE-1529 is not readily ignited, but it will support an existing fire. Foam, CO<sub>2</sub> or dry chemical methods should be used because polymer-water mixtures are very slippery. Anyone responsible for the procurement, use or disposal of CLARIFLOC CE-1529 should familiarize themselves with the appropriate safety and handling precautions outlined in the POLYDYNE Material Safety Data Sheet. In the event of an emergency with CLARIFLOC CE-1529, contact Chemtrec anytime day or night at (800) 424-9300.

## SHIPPING

CLARIFLOC CE-1529 is shipped in 55 pound bags and supersacks. 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.





# 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-1529**

Type of product: Mixture.

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

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

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

Company: POLYDYNE INC  
1 Chemical Plant Road  
PO BOX 279  
Riceboro, GA 31323

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

### 1.4. Emergency telephone number

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

## SECTION 2: Hazards identification

### 2.1. Classification of the substance or mixture

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

Not classified.

### 2.2. Label elements

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



Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

### 2.3. Other hazards

Aqueous solutions or powders that become wet render surfaces extremely slippery.

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

#### Adipic acid

Concentration/ -range:  $\leq 2.5\%$

CAS Number: 124-04-9

Classification according to paragraph (d)  
of 29 CFR 1910.1200: Eye Irrit. 2A;H319

#### Sulfamic acid

Concentration/ -range:  $\leq 2.5\%$

CAS Number: 5329-14-6

Classification according to paragraph (d)  
of 29 CFR 1910.1200: Skin Irrit. 2;H315, Eye Irrit. 2A;H319

For explanation of abbreviations see section 16

## SECTION 4: First aid measures

### 4.1. Description of first aid measures

#### *Inhalation:*

Move to fresh air. Get medical attention if symptoms occur.

*Skin contact:*

Wash off with soap and plenty of water. Get medical attention if irritation develops and persists.

*Eye contact:*

Rinse immediately with plenty of water, also under the eyelids. Get medical attention.

*Ingestion:*

Rinse mouth. If conscious, give the victim plenty of water to drink. Induce vomiting, but only if victim is fully conscious.

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

Powder can cause localised skin irritation in folds of the skin or under tight clothing. Contact with dust can cause mechanical irritation or drying of the skin.

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

None.

*Other information:*

No information available.

**SECTION 5: Firefighting measures****5.1. Extinguishing media***Suitable extinguishing media:*

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

Warning! Aqueous solutions or powders that become wet render surfaces extremely slippery.

*Unsuitable extinguishing media:*

None known.

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

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO<sub>x</sub>), carbon oxides (CO<sub>x</sub>). Ammonia (NH<sub>3</sub>). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

**5.3. Advice for firefighters***Protective measures:*

Wear self contained breathing apparatus for fire fighting if necessary.

*Other information:*

Aqueous solutions or powders that become wet render surfaces extremely slippery.

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

*Personal precautions:*

Avoid contact with skin and eyes. Avoid dust formation. Avoid breathing dust. Aqueous solutions or powders that become wet render surfaces extremely slippery.

*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. Clean up promptly by sweeping or vacuum.

*Large spills:*

Do not flush with water. Prevent unauthorized access. Sweep up and shovel into suitable containers for disposal.

*Residues:*

Sweep up to prevent slip hazard. 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. Avoid dust formation. Avoid breathing dust. Wash hands before breaks and at the end of workday.

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

Keep in a dry place.

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:*

Adipic acidACGIH: 5 mg/m<sup>3</sup> (8 hours)**8.2. Exposure controls**Appropriate engineering controls:

Use local exhaust if dusting occurs. Natural ventilation is adequate in absence of dusts.

Individual protection measures, such as personal protective equipment:*a) Eye/face protection:*

Safety glasses with side-shields. Do not wear contact lenses where this product is used. Use equipment for eye protection tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

*b) Skin protection:*

*i) Hand protection:* PVC or other plastic material gloves. The selected protective gloves have to satisfy the specifications of EU Directive 89/689/EEC and the standard EN 374 derived from it.

*ii) Other:* Chemical resistant apron or protective suit if splashing or repeated contact with solution is likely. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace.

*c) Respiratory protection:*

Dust safety masks recommended where working powder concentration is more than 10 mg/m<sup>3</sup>. Use respirators and components tested and approved under appropriate government standards such as NIOSH (US) or CEN (EU).

*d) Additional advice:*

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

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

**SECTION 9: Physical and chemical properties****9.1. Information on basic physical and chemical properties**

|   |   |
|---|---|
| a) Appearance:                              | Granular solid, White.  |
| b) Odour:                                   | None.   |
| c) Odour Threshold:                         | Not applicable.   |
| d) pH:                                      | 2.5 - 4.5 @ 5 g/L (See Technical Bulletin or Product Specifications for a more precise value, if available) |
| e) Melting point/freezing point:            | > 100°C   |
| f) Initial boiling point and boiling range: | Not applicable.   |
| g) Flash point:                             | Not applicable.   |

|  |   |
|--|---|
| <i>h) Evaporation rate:</i>                                  | Not applicable.   |
| <i>i) Flammability (solid, gas):</i>                         | Not combustible.  |
| <i>j) Upper/lower flammability or explosive limits:</i>      | Not expected to create explosive atmospheres.   |
| <i>k) Vapour pressure:</i>                                   | Not applicable.   |
| <i>l) Vapour density:</i>                                    | Not applicable.   |
| <i>m) Relative density:</i>                                  | 0.6 - 0.9 (See Technical Bulletin or Product Specifications for a more precise value, if available) |
| <i>n) Solubility(ies):</i>                                   | Soluble in water.   |
| <i>o) Partition coefficient n-octanol/water (log value):</i> | < 0   |
| <i>p) Autoignition temperature:</i>                          | Not applicable.   |
| <i>q) Decomposition temperature:</i>                         | > 200°C   |
| <i>r) Viscosity:</i>   | See Technical Bulletin.   |
| <i>s) Kinematic viscosity:</i>                               | No data available.  |
| <i>t) Explosive properties:</i>                              | Not expected to be explosive based on the chemical structure.                                       |
| <i>u) Oxidizing properties:</i>                              | Not expected to be oxidising based on the chemical structure.                                       |
| <i>v) Particle characteristics:</i>                          | No data available.  |

## 9.2. Other information

None.

## SECTION 10: Stability and reactivity

### 10.1. Reactivity

Hazardous polymerisation does not occur.

### 10.2. Chemical stability

Stable.

### 10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

### 10.4. Conditions to avoid

None known.

### 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 (NH<sub>3</sub>). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

### SECTION 11: Toxicological information

#### 11.1. Information on toxicological effects

##### Information on the product as supplied:

|                                    |  |
|------------------------------------|--|
| Acute oral toxicity:               | LD50/oral/rat > 5000 mg/kg   |
| Acute dermal toxicity:             | LD50/dermal/rat > 5000 mg/kg.  |
| Acute inhalation toxicity:         | The product is not expected to be toxic by inhalation.   |
| Skin corrosion/irritation:         | Not irritating.  |
| Serious eye damage/eye irritation: | Testing conducted according to the Draize technique showed the material produces no corneal or iridial effects and only slight transitory conjunctival effects similar to those which all granular materials have on conjunctivae. |
| 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:             | Not toxic for reproduction.  |
| STOT - Single exposure:            | No known effects.  |
| STOT - Repeated exposure:          | No known effect.   |
| Aspiration hazard:                 | No hazards resulting from the material as supplied.  |

##### Relevant information on the hazardous components:

##### Adipic acid

|                            |  |
|----------------------------|--|
| Acute oral toxicity:       | LD50/oral/rat = 5560 mg/kg (OECD 401)            |
| Acute dermal toxicity:     | LD0/dermal/rabbit >= 3176 mg/kg                  |
| Acute inhalation toxicity: | LC0/inhalation/4 hours/rat > 7.7 mg/L (OECD 403) |
| Skin corrosion/irritation: | Slightly irritating.                             |

|   |   |
|---|---|
| <i>Serious eye damage/eye irritation:</i> | Not irritating. (OECD 405) (SNF)  |
| <i>Respiratory/skin sensitisation:</i>    | Not sensitizing.  |
| <i>Mutagenicity:</i>                      | Negative in the Ames Test (OECD 471). Negative in the In vitro Mammalian Cell Gene Mutation Test (OECD 476).  |
| <i>Carcinogenicity:</i>                   | Based on available data, product is not expected to be carcinogenic.<br>Carcinogenicity study in rat: NOAEL > 750 mg/kg/day   |
| <i>Reproductive toxicity:</i>             | Based on available data, product is not expected to be toxic for reproduction.<br>NOAEL/Maternal toxicity/rat $\geq$ 288 mg/kg/day<br>NOAEL/Developmental toxicity/rat $\geq$ 288 mg/kg/day   |
| <i>STOT - Single exposure:</i>            | No known effects.   |
| <i>STOT - Repeated exposure:</i>          | No known effect.  |
| <i>Aspiration hazard:</i>                 | No known effects.   |
| <u><i>Sulfamic acid</i></u>               |   |
| <i>Acute oral toxicity:</i>               | LD50/oral/rat = 2065 - 2140 mg/kg   |
| <i>Acute dermal toxicity:</i>             | NOAEL/dermal/rat = 2000 mg/kg (OECD 402)  |
| <i>Acute inhalation toxicity:</i>         | The product is not expected to be toxic by inhalation.  |
| <i>Skin corrosion/irritation:</i>         | Not irritating. (OECD 404) (SNF)  |
| <i>Serious eye damage/eye irritation:</i> | Moderately irritating to the eyes. (EPA OPPTS 870.2400)   |
| <i>Respiratory/skin sensitisation:</i>    | The product is not expected to be sensitizing.  |
| <i>Mutagenicity:</i>                      | Negative in the Ames Test (OECD 471). Negative in the In vitro Mammalian Cell Gene Mutation Test (OECD 476). Not mutagenic. (OECD 472, 487)   |
| <i>Carcinogenicity:</i>                   | Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.  |
| <i>Reproductive toxicity:</i>             | Based on available data, product is not expected to be toxic for reproduction.<br>Prenatal Development Toxicity Study (OECD 414)<br>- NOAEL/Maternal toxicity/rat = 200 mg/kg/day<br>- NOAEL/Developmental toxicity/rat = 200 mg/kg/day |

STOT - Single exposure: No known effects.

STOT - Repeated exposure: No known effect.

Aspiration hazard: No known effects.

## SECTION 12: Ecological information

### 12.1. Toxicity

#### Information on the product as supplied:

Acute toxicity to fish: LC50/Danio rerio/96 hours = 5 - 10 mg/L (OECD 203)

Acute toxicity to invertebrates: EC50/Daphnia magna/48 hours = 20 - 50 mg/L (OECD 202)

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:

##### Adipic acid

Acute toxicity to fish: LC0/Danio rerio/96 hours  $\geq$  1000 mg/L

Acute toxicity to invertebrates: EC50/Daphnia magna/48 hours = 46 mg/L (OECD 202)

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

Chronic toxicity to fish: No data available.

Chronic toxicity to invertebrates: NOEC/Daphnia magna/21 days = 6.3 mg/L (OECD 211)

Toxicity to microorganisms: EC50/activated sludge/3 hours = 4747 mg/L (OECD 209)

Effects on terrestrial organisms: No data available.

Sediment toxicity: No data available.

Sulfamic acid

Acute toxicity to fish: LC50/Pimephales promelas/96 hours = 70.3 mg/L (OECD 203)

Acute toxicity to invertebrates: EC50/Daphnia magna/48 hours = 71.6 mg/L (OECD 202)

Acute toxicity to algae: IC50/Scenedesmus subspicatus/72 hours = 48 mg/L (OECD 201)

Chronic toxicity to fish: NOEC/Danio rerio/34 days  $\geq$  60 mg/L (OECD 210)

Chronic toxicity to invertebrates: NOEC/Daphnia magna/21 days = 19 mg/L (OECD 211)

Toxicity to microorganisms: EC50/activated sludge/3 hours  $>$  200 mg/L (OECD 209)

Effects on terrestrial organisms: No data available.

Sediment toxicity: No data available.

**12.2. Persistence and degradability**

Information on the product as supplied:

Degradation: Based on the degradability data of the components, this product is expected to be readily (bio)degradable according to OECD criteria.

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:

Adipic acid

Degradation: Readily biodegradable.  $>$  70% / 28 days (OECD 301 D)

Hydrolysis: Does not hydrolyse.

Photolysis: Half-life (indirect photolysis): = 2.9 days

Sulfamic acid

Degradation: Not relevant (inorganic).

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): < 0

Bioconcentration factor (BCF): ~0

Relevant information on the hazardous components:Adipic acid

Partition co-efficient (Log Pow): 0.093 @ 25°C, pH 3.3

Bioconcentration factor (BCF): ~ 0

Sulfamic acid

Partition co-efficient (Log Pow): -4.34 @ 20°C

Bioconcentration factor (BCF): ~ 0

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

No data available.

Relevant information on the hazardous components:Adipic acid

Koc: No data available.



Sulfamic acid

Koc: No data available.

**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. Can be landfilled or incinerated, when in compliance with local 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:

In accordance with local and national 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 as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:

## SAFETY DATA SHEET

CLARIFLOC™ CE-1529

*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:*  
Contains one or more of the listed substances.

*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:*  
Contains one or more of the listed substances.

*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

*Relevant information on the hazardous components:*

*Adipic acid*

*Clean Water Act*

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

*CERCLA*

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

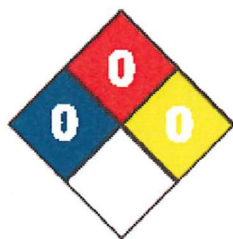
DOT RQ (lbs):

5000 lbs

**SECTION 16: Other information**NFPA and HMIS Ratings:

## NFPA:

|               |   |
|---------------|---|
| Health:       | 0 |
| Flammability: | 0 |
| Instability:  | 0 |



## HMIS:

|                  |   |
|------------------|---|
| Health:          | 0 |
| Flammability:    | 0 |
| Physical Hazard: | 0 |
| PPE Code:        | B |

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

SECTION 3. Composition/information on ingredients, SECTION 5. Fire-fighting measures, SECTION 8. Exposure controls/personal protection, SECTION 16. Other Information.

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

STOT = Specific target organ toxicity

Abbreviations

Eye Irrit. 2A = Serious eye damage/eye irritation Category Code 2A

Skin Irrit. 2 = Skin corrosion/irritation Category Code 2

Hazard statements

H315 - Causes skin irritation

H319 - Causes serious eye irritation

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

---

Version: 20.01.a

PRCC003

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.