# **Bid Bond**

#### CONTRACTOR:

Polydyne Inc. One Chemical Plant Road Riceboro, GA 31323

#### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company 175 Berkeley Street

#### OWNER: (Address)

Boston, MA 02116 Director of Finance, Albany County

County of Albany

112 State Street. Room 1000

Albany, NY 12207

BOND AMOUNT: \$ Twenty Thousand and 00/100 Dollars (\$20,000.00)

#### PROJECT:

(Name, location or address, and Project number, if any) RFB#2020-116 Liquid Mannich Polymer This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of October, 2020.

	Polydyne Inc.
<del>MM</del>	(Principal) (Seal)  Soul Vervice-President
(Witness) Mark Schlag, Assistant-Secretary	(Fitte) Boyd Stanley O Liberty Mutual Insurance Company
Pand Dollora	(Surety) Marsol Mojica
(Witness) Paul Rafferty, As-To-Surety	(Title) Marisol Mojica, Attorney-In Fact

# **ACKNOWLEDGEMENT**

NOTE: Persons signing in more than one capacity (i.e. president and as individual) must be acknowledged for each capacity.

State of New Jersey County of Hudson SS
On the 20th day of October 2020 Before me, Victoria L. Ernest, personally appeared  Marisol Mojica as Attorney in Fact of the Liberty Mutual Insurance Company Personally known to me —OR- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  MY COMMISSION EXPIRES  AUGUST 09, 2023  Notary Public (seal)
OPTIONAL
State of
On the
Notary Public (seal)
OPTIONAL
☐ Individual ☐ Corporate Officer ☐ Attorney-in-Fact ☐ Partner – Limited ☐ Partner – General
Trustee Guardian or Conservator Titles(s): Other:
State of County of SS  On the day of Dersonally appeared Personally known to me -OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
Notary Public (seal)
OPTIONAL
☐ Individual ☐ Corporate Officer ☐ Attorney-in-Fact ☐ Partner — Limited ☐ Partner — General



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8203079-973850

call EST on any business day

the validity of this Power of Attorney 8240 between 9:00 am and 4:30 pm

confirm 1 10-832-8

တိုဝ

	POWER OF ATTORNEY
	KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Harry Dinger, Jr.; Victoria L. Ernest; Marion Ettinger; Kenneth C. Hegel, Jr.; Jessica Himenes; Marisol Mojica; Patricia Whitelaw
	all of the city of
	IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of February , 2020 .  Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company West American Insurance Company West American Insurance Company Wast American Insurance Compan
3	On this 6th day of February, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

PAS

ARY PUB

#### COMMONWEALTH OF PENNSYLVANIA

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Notarial Seal Teresa Pastella, Notary Public Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021

Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutua Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of







By:

Renee C. Llewellyn, Assistant Secretary



#### LIBERTY MUTUAL INSURANCE COMPANY

#### FINANCIAL STATEMENT — DECEMBER 31, 2019

Assets	Liabilities
Cash and Bank Deposits\$778,754,989	Unearned Premiums
*Bonds — U.S Government	Reserve for Claims and Claims Expense 21,532,853,787
*Other Bonds	Funds Held Under Reinsurance Treaties 507,868,920
	Reserve for Dividends to Policyholders
*Stocks	Additional Statutory Reserve
Real Estate: 235,608,378	Reserve for Commissions, Taxes and
Agents' Balances or Uncollected Premiums 6,217,983,641	Other Liabilities
Accrued Interest and Rents	Total\$34,292,195,090
•	Special Surplus Funds
Other Admitted Assets	Capital Stock
	Paid in Surplus 10,044,978,933
	Unassigned Surplus 6,723,636,983
Total Admitted Assets <u>\$51,103,579,523</u>	Surplus to Policyholders16,811,384,434
	Total Liabilities and Surplus



I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27th day of March, 2020.

Assistant Secretary

<sup>\*</sup> Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

# COUNTY OF ALBANY DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION 112 STATE STREET, ROOM 1000, ALBANY, NY 12207 TELEPHONE: 518-447-7140/ FAX: 518-447-5588

TITLE: Liquid Mannich Polymer RFB NUMBER: 2020-116

# **Receipt Confirmation Form**

Please complete and return this confirmation form as soon as possible:

Karen A. Storm
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

# IF YOU PLAN TO SUBMIT A BID, YOU MUST RETURN THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL FURTHER COMMUNICATION REGARDING THIS RFB.

Company Name: <u>Polydyne Inc.</u>		
Address: One Chemical Plant Rd		
City: <u>Riceboro</u>	State:GA	Zip Code: <u>31323</u>
Contact Person: <u>Boyd Stanley</u>		
Title: Vice-President		
Phone Number: <u>912-880-2035</u> Fax Number: <u>93</u>	12-880-2078	E-Mail: <u>bids@polydyneinc</u> .com
If a Bidders/Proposers meeting has been arranged $\Box$ Y	d for this Bid/RF es / 🗆 <b>No</b>	FP, please indicate if you plan to attend:
I authorize the County of Albany to send further on turn by the following method:	correspondence t	hat the County deems to be of an urgen
Courier Collect: <u>Fed Ex</u>	Mail	

# COUNTY OF ALBANY

# **BID FORM**

#### **BID IDENTIFICATION:**

Title:

Liquid Mannich Polymer

Bid Number: 2020-116

# THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent Albany County Department of General Services Purchasing Division 112 State Street, Room 1000 Albany, NY 12207

- 1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
- 2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
- 3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:
  - (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

Number

None

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

(c)	This Bid is genuine and not made in the interest of or on behalf of any
	undisclosed person, firm or corporation and is not submitted in conformity with
	any agreement or rules of any group, association, organization or corporation
	BIDDER has not directly or indirectly induced or solicited any other BIDDER to
	submit a false or sham Bid; BIDDER has not solicited or induced any person
	firm or a corporation to refrain from bidding; and BIDDER has not sought by
	collusion to obtain for himself any advantage over any other Bidder or over the
	owner.

- 4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
- 5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
- 6. The following documents are attached to and made a condition of this Bid:
  - (a) Non-Collusive Bidding Certificate (Attachment "A")
  - (b) Acknowledgment by Bidder (Attachment "B")
  - (c) Vendor Responsibility Questionnaire (Attachment "C")
  - (d) Iranian Energy Divestment Certification (Attachment "D")
  - (e) MS-4-1 Certification Statement RE: Stormwter Discharges (Attachment "E")
  - (f) Bidder Qualification Questionnaire (Attachment "F")

Communica	ation concerning this Bid shall be addressed to:
	Boyd Stanley, Vice-President
Phone:	(912) 880-2035

8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

# **COUNTY OF ALBANY**

# **BID FORM**

# **BID IDENTIFICATION:**

TP*+1	
11116	
i iuo.	

Liquid Mannich Polymer

Bid Number: 2020-116

Liquid Polymer in 4,000 and 5,000 Gallon Tank Truck Delivery

# Product #1

 $\S$  0.1250/Lb. of Liquid Polymer

Unit price amount per pound (lb) of liquid polymer.

# **Polymer Type Designation**

Name or Letters

No.

Clarifloc C-511

# Product #2

N/A

Unit price amount per pound (lb) of liquid polymer.

# **Polymer Type Designation**

Name or Letters No.

# Product #3

N/A

Unit price amount per pound (lb) of liquid polymer.

# **Polymer Type Designation**

Name or Letters No.

# **BID IDENTIFICATION:**

Title:

Liquid Mannich Polymer

Bid Number: 2020-116

10/23/20

**DATE** 

Polydyne Inc. **COMPANY:** One Chemical Plant Rd. ADDRESS: Riceboro, GA 31323 CITY, STATE, ZIP: (912) 880-2035 TEL. NO.: (912) 880-2078 **FAX NO.:** 34-1810283 **FEDERAL TAX ID NO.: Boyd Stanley REPRESENTATIVE:** bids@polydyneinc.com E-MAIL: Vice-President SIGNATURE AND TITLE

# ATTACHMENT "A" NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Signature Boyd Stanley

	Signature Doya Stanley	
	Vice-President	
	Title	
10/23/20	Polydyne Inc.	
Date	Company Name	

# ATTACHMENT "B" ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals: STATE OF COUNTY OF SS.: On this \_\_\_\_\_day of \_\_\_\_\_, 200\_\_, before me personally appeared to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same. Notary Public, State of Qualified in Commission Expires If Corporation: STATE OF Georgia **COUNTY OF Liberty** SS.: \_, 20X<u>20</u>, before me personally appeared On this 23rd day of October to me known, who, being by me sworn, did say that he resides at (give Boyd Stanley that the address) One Chemical Plant Rd., Riceboro, GA 31323; he is (name corporation) Vice-President the of , the corporation described in and which executed the above Polydyne Inc. instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order. Notary Public, State of Georgia Qualified in Liberty County My Commission Expires Commission Expires \_\_\_ If Partnership: STATE OF **COUNTY OF** SS.: \_, 200\_\_\_, before me personally came\_\_\_ , to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of\_\_\_ / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership. Notary Public, State of Qualified in \_\_\_\_\_ Commission Expires \_\_\_\_\_

# ATTACHMENT "C" ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:						
🛛 PRIME CONTRACTOR						
2. VENDOR'S LEGAL BUSINESS NA	ME		3. IDENTIFICATI	ON NUME	BERS	
Polydyne Inc.			a) FEIN # 34	-181028	33	
1 orydyne me.			b) DUNS # 93	9242616	5	
4. D/B/A – Doing Business As (if appli	cable) & COUNTY FIELD:		5. WEBSITE ADI	RESS (if a	pplicable)	
			www.polydyneinc.com			
6. ADDRESS OF PRIMARY PLACE (	OF BUSINESS/EXECUTIVE OFF	ICE	7. TELEPHONE NUMBER		8. FAX NU	MBER
One Chemical Plant Rd.,	Riceboro, GA 31323		(912) 880-20	)35	(912) 88	30-2078
9. ADDRESS OF PRIMARY PLACE ( IN NEW YORK STATE, if different fr		FICE	10. TELEPHONE NUMBER		11. FAX NU	JMBER
			·			
12. AUTHORIZED CONTACT FOR T	HIE QUESTIONNAIRE		<del>Leaventer de la constanti</del>	•		
Name Boyd Stanley						
Title Vice-President						
Telephone Number (912) 886  Fax Number (912) 880-2						
Fax Number (912) 880-2 e-mail bids@polyd						
13. LIST ALL OF THE VENDOR'S PI	Please s		<del>red "Polydyne</del>			ormation"
a) NAME	TITLE sneet ar	b) NAME	ficate of Resol	TITLE	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
c) NAME	TITLE	d) NAME		TITLE		
A DETAILED EXPLANATION IS RE	UIRED FOR EACH QUESTION	ANSWERE	D WITH A "YES," A	ND MUST	BE PROVIE	DED AS AN
ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.						
	HAS IT USED IN THE PAST FIVE				☐ Yes	X No
NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.						
	LS NOW SERVING IN A MANA G PRICIPAL OWNERS AND OF SERVED AS:					
a) An elected or appointed po List each individual's nan to, and dates of service	blic official or officer? e, business title, the name of the or	ganization a	nd position elected o	r appointed	☐ Yes	X No
	party organization in Albany Coun e, business title or consulting cape tes.			ition held	☐ Yes	X No

# 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**

René Pich, Pascal Remy, John Pittman, Peter Nichols, René Hund

# **Officers**

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

\*Authorized Signers-Non Officers

TO 1.1 XX7*	C 4 11
Bobby Wise	Controller
2000j130	

**Ownership Disclosure** 

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

#### **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

(SEAL)

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

Mark Schlag, Assistant-Secretary

Date: 10/23/2020

16.	OR CO OR M SHAR	IN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL DISSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% ORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE ES FOR ALL OTHER COMPANIES), AFFLITIATE OR ANY PERSON INVOLVED IN THE ING OR CONTRACTING PROCESS:		
	a)	been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;	☐ Yes	X No
		2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;		
		3. entered into an agreement to a voluntary exclusion from bidding/contracting;		
		<ol> <li>had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</li> </ol>		
		5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;		
		6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;		-
		7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;		
		8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or		
		<ol><li>had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</li></ol>		
	b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes	X No
	c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:	☐ Yes	X No
		1. federal, state or local health laws, rules or regulations.	<u> </u>	[23] 140
17.		E PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, MENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL CY?	☐ Yes	⊠ No
	judgm amoun	te if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, ent, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the t of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate tus of each item as "open" or "unsatisfied."		
18.	DURII	NG THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:		
		file returns or pay any applicable federal, state or city taxes? Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.	☐ Yes	🛚 No
	b)	file returns or pay New York State unemployment insurance?  Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.	☐ Yes	∑ No
	c)	Property Tax  Indicate the years the vendor failed to file.	☐ Yes	X No
19.	HAVE ITS AI BANK REGA Indicat and FE	ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR FFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY RUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES RDLESS OR THE DATE OF FILING?  The if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name of the court name, address and docket number. Indicate if the proceedings have been initiated, it pending or have been closed. If closed, provide the date closed.	☐ Yes	⊠ No
20.	BELIE IT? Pro Ration	E VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO EVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST ovide financial information to support the vendor's current position, for example, Current Ration, Debt Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an tanding of the vendor's situation.	Yes	X No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES1:	☐ Yes	X No
	<ul> <li>a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;</li> </ul>		
	Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.		

1 "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

# ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN#

State of: Georgia )	
) ss:	
County of: Liberty )	
CERTIFICATION:	
Albany in making a determination regarding an awar the County may in its discretion, by means which it made herein; acknowledges that intentional submissi under Penal Law Section 210.40 or a misdemeanor u also be punishable by a fine and/or imprisonment of	s submitted for the express purpose of assisting the County of d of contract or approval of a subcontract; acknowledges that may choose, verify the truth and accuracy of all statements on of false or misleading information may constitute a felony nder Penal Law Section 210.35 or Section 210.45, and may up to five years under 18 USC Section 1001 and may result in submitted in this questionnaire and any attached pages is true,
<ul> <li>submitting vendor;</li> <li>Has supplied full and complete responses information ad belief;</li> <li>Is knowledgeable about the submitting ver</li> <li>Understands that Albany County will rely into a contract with the vendor;</li> </ul>	to each item therein to the best of his/her knowledge,
Name of Business Polydyne Inc.	Signature of Owner Dog W. Jawy
Address One Chemical Plant Rd.	Printed Name of Signatory Boyd Stanley
City, State, Zip Riceboro, GA 31323	Title Vice-President
Sworn before me this 23rd day of October, 2020;	
Notary-Public  Huvecca Blanky  My Commission Expires  Dec. 17, 2022	Mark Schlag, Assistant-Secretary  Printed Name  Signature  10/23/20  Date

# Attachment "D" Certification Pursuant to Section 103-g Of the New York State General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
  - The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature Boyd Stahley

Vice-President

Title

10/23/20

Polydyne Inc.

Company Name

# NOTICE OF JOB VACANCIES

- 1. The Contractor recognizes the continuing commitment on the part of Albany County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.
- 2. The Contractor is encouraged to notify the County when the Contractor has or is about to have a job opening for a <u>full time position</u> within Albany County or any contiguous County. The County requests that notice be given as soon as practicable after the Contractor has knowledge that a job opening will occur. The notice should contain information that will facilitate the identification and referral of appropriate candidates. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per week, location and qualifications (education and experience).
- 3. Please provide notice of job vacancies in writing to:

Albany County Job Alert Line
Albany County Department of Social Services
162 Washington Avenue
Albany, NY 12210

Fax:

(518) 447-7613

Telephone:

(518) 447-7678

4. The Contractor recognizes that this is an opportunity to make a good faith effort to work with Albany County for the benefit of the community. Nothing contained in this provision however, shall be interpreted as an obligation on the part of the Contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice.

#### **ATTACHMENT "E"**

# <u>Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)</u>

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Th	nird Party Entity: Polydyne Inc.	
Address:	One Chemical Plant Rd.	
	Riceboro, GA 31323	
Phone Num	nber(s): (912) 880-2035	
to the Alban	*	or organization within Albany County are related ram (SWMP) (include any activities that have the ct water quality):
	Supply of Liquid Mannich Polymer	
Description	of where the work is to be performed wit	hin Albany County facilities:
	Water Purification District	
		Syldon
		Boyd Stanley
		Printed Name
		Vice-President
		Title <sub>.</sub>
		10/23/20
		Date



# POLYDYNE

# CLARIFLOC C-511 POLYMER

#### PRINCIPAL USES

CLARIFLOC C-511 is a liquid cationic polyacrylamide derivative used as a flocculant to improve solids removal in a variety of municipal wastewater treatment applications. This product is especially useful for the conditioning of biological, mixed primary/secondary and digested sludges prior to dewatering.

# TYPICAL PROPERTIES

Physical Form Ionic Nature Clear to Slightly Hazy Liquid

Density

Highly Cationic

Viscosity (10% Sol'n)

8.41 lbs/gal <1000 cPs

Charge % Mole

100

Freezing Point

32 F. (0 C.)

# PREPARATION AND FEEDING

The suggested procedure for preparing stock solutions of CLARIFLOC C-511 consists of adding about one-half of the water required to make a full batch (or at least enough to cover the blades of the mixing device), adding the required amount of CLARIFLOC C-511 while stirring, adding the balance of the water and stirring until dissolution of the polymer is complete (about 15 minutes). The recommended solution strength at this stage is a 5-10% by weight. Overmixing the polymer solution can cause degradation of the molecular weight and loss of performance. The diluted product should be used within 8 hours. For clarification, thickening and flotation applications, a secondary dilution is recommended. There are also a number of commercially available systems for a one step in-line dilution of the product to any convenient concentration.

# TYPICAL DOSAGES

Clarification

5-50 mg/l

Flotation

10-200 mg/l

Thickening Dewatering 10-100 lbs/ton 50-500 lbs/ton

# **MATERIALS OF CONSTRUCTION**

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. Stainless steel, Viton or Teflon are the best choices for pump heads. For feed lines, use PVC or reinforced Tygon tubing.

# MANUFACTURING SPECIFICATIONS

**Total Solids** 

3.9 - 4.3 %

Product Viscosity

19,000 - 24,000 cPs

Product pH

10.5 min.

#### HANDLING AND STORAGE

Suggested in-plant storage is 1 month in an unopened container. For best results, store at 50-80 F. Avoid freezing or excessive heat. Keep suction lines for neat product as short as possible with a minimum inside diameter of 3". For spills of CLARIFLOC C-511 sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal containers. Next spread rock salt over the product residue to reduce the slipperiness.

#### SAFETY INFORMATION

CLARIFLOC C-511 is an alkaline product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

# SHIPPING

CLARIFLOC C-511 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2300 pounds net. Bulk quantities are also available.

#### ADDITIONAL INFORMATION

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

(800) 848-7659

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

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

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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-511

Type of product:

Mixture.

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

Identified uses:

Processing aid for industrial applications.

Uses advised against:

None.

1.3. Details of the supplier of the safety data sheet

Company:

Polydyne Inc.

1 Chemical Plant Road

PO BOX 279, Riceboro, GA 31323

**United States** 

Telephone:

1-800-848-7659

Telefax:

(912)-884-8770

E-mail address:

\_

1.4. Emergency telephone number

24-hour emergency number:

1-800-424-9300

#### **SECTION 2: Hazards identification**

2.1. Classification of the substance or mixture

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

Not classified.

2.2. Label elements

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

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Hazard symbol(s):

None.

Signal word:

None.

Hazard statement(s):

None.

Precautionary statement(s):

None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

### **SECTION 3: Composition/information on ingredients**

3.1. Substances

Not applicable, this product is a mixture.

This product is a mixture.

Hazardous components

Formaldehyde

Concentration/-range:

< 0.1%

CAS Number:

50-00-0

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

Flam. Liq. 4;H227, Acute Tox. 3;H301, Acute Tox. 3;H311, Acute Tox. 3;H331, Skin Corr. 1B;H314, Skin Sens.

1A:H317, Carc. 1B:H350, Muta. 2:H341

For explanation of abbreviations see section 16

# **SECTION 4: First aid measures**

#### 4.1. Description of first aid measures

#### Inhalation:

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

# Skin contact:

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

#### Eve 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.

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

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**CLARIFLOC™ C-511** 

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

Repeated or prolonged skin contact may cause allergic reactions with susceptible persons.

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

None reasonably foreseeable.

Other information:

None.

# **SECTION 5: Fire-fighting measures**

# 5.1. Extinguishing media

Suitable extinguishing media:

Water. Water spray. Foam. Carbon dioxide (CO2). Dry powder.

Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:

None.

5.2. Special hazards arising from the substance or mixture

Hazardous decomposition products:

Thermal decomposition may produce: nitrogen oxides (NOx), carbon oxides (COx). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for fire-fighters

Protective measures:

Wear self-contained breathing apparatus and protective suit.

Other information:

Spills produce extremely slippery surfaces.

#### **SECTION 6: Accidental release measures**

6.1. Personal precautions, protective equipment and emergency procedures

Personal precautions:

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

Protective equipment:

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

Emergency procedures:

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

6.2. Environmental precautions

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

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CLARIFLOC™ C-511

#### SAFETY DATA SHEET

6.3. Methods and material for containment and cleaning up

Small spills:

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

Large spills:

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

Residues:

Soak up with inert absorbent material. After cleaning, flush away traces with water.

6.4. Reference to other sections

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

#### **SECTION 7: Handling and storage**

7.1. Precautions for safe handling

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

7.2. Conditions for safe storage, including any incompatibilities

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

7.3. Specific end use(s)

None.

#### **SECTION 8: Exposure controls/personal protection**

8.1. Control parameters

Occupational exposure limits:

Formaldehyde

OSHA: 0.75 ppm (8 hours); 2 ppm (15 minutes)

ACGIH: 0.3 ppm (8 hours)

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:

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a) Eye/face protection:

Safety glasses with side-shields.

- b) Skin protection:
  - i) Hand protection: PVC or other plastic material gloves.
  - ii) Other: Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur.
- c) Respiratory protection:

No personal respiratory protective equipment normally required.

d) Additional advice:

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

#### Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

# **SECTION 9: Physical and chemical properties**

9.1. Information on basic physical and chemical properties

. .

a) Appearance: Liquid, Clear to slightly opalescent.

b) Odour: amine-like.

c) Odour Threshold: Not applicable.

d) pH: 8 - 11.5

e) Melting point/freezing point: <5°C

f) Initial boiling point and boiling range: > 100°C

g) Flash point: Does not flash.

h) Evaporation rate: No data available.

i) Flammability (solid, gas):

Not applicable.

j) Upper/lower flammability or explosive limits:

Not expected to create explosive atmospheres.

k) Vapour pressure: 2.3 kPa @ 20°C

I) Vapour density: 0.804 g/litre @ 20°C

m) Relative density: 1.0 - 1.1

n) Solubility(ies): Completely miscible.

o) Partition coefficient: < 0

p) Autoignition temperature: Does not self-ignite (based on the chemical structure).

q) Decomposition temperature:

> 150°C

r) Viscosity:

See Technical Bulletin.

s) Explosive properties:

Not expected to be explosive based on the chemical structure.

t) Oxidizing properties:

Not expected to be oxidising based on the chemical structure.

9.2. Other information

None.

# **SECTION 10: Stability and reactivity**

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

Oxidizing agents.

10.6. Hazardous decomposition products

Thermal decomposition may produce: nitrogen oxides (NOx), carbon oxides (COx), hydrogen cyanide (hydrocyanic acid).

#### **SECTION 11: Toxicological information**

11.1. Information on toxicological effects

Information on the product as supplied:

Acute oral toxicity:

LD50/oral/rat > 5000 mg/kg

Acute dermal toxicity:

LD50/dermal/rat > 5000 mg/kg.

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:

Non-irritating to skin.

Serious eye damage/eye irritation:

Slightly irritating.

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Respiratory/skin sensitisation:

The product contains a small amount of sensitising substances which may provoke an

allergic reaction among sensitive individuals in contact with skin.

Mutagenicity:

By analogy with similar products, this product is not expected to to be mutagenic.

Carcinogenicity:

By analogy with similar substances, this substance is not expected to be carcinogenic.

Reproductive toxicity:

By analogy with similar substances, this substance is not expected to be 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:

Formaldehyde

Acute oral toxicity:

LD50/oral/rat = 5 - 50 mg/kg (OECD 401)

Acute dermal toxicity:

LD50/dermal/rat = 270 mg/kg.

Acute inhalation toxicity:

LC50/inhalation/4 hours/rat =  $600 \text{ mg/m}^3$ 

Skin corrosion/irritation:

Causes severe irritation and or burns. (OECD 404)

Serious eye damage/eye irritation:

Risk of serious damage to eyes.

Respiratory/skin sensitisation:

Sensitizing to skin. (OECD 406)

Mutagenicity:

Possible mutagen.

Carcinogenicity:

May cause cancer.

IARC:

1

Reproductive toxicity:

Not toxic for reproduction.

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:

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Acute toxicity to fish:

LC50/Fish/96 hours > 100 mg/L (OECD 203)

Acute toxicity to invertebrates:

EC50/Daphnia magna/48 hours > 100 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.

Sediment toxicity:

No data available.

Relevant information on the hazardous components:

Formaldehyde

Acute toxicity to fish:

LC50/Fish/96 hours = 1 - 10 mg/L

Acute toxicity to invertebrates:

EC50/Daphnia pulex/48 hours = 10 - 100 mg/L (OECD 202)

Acute toxicity to algae:

IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)

Chronic toxicity to fish:

No chronic exposure due to ready biodegradability.

Chronic toxicity to invertebrates:

No chronic exposure due to ready biodegradability.

Toxicity to microorganisms:

EC50/activated sludge/120 hours = 34.1 mg/L

Effects on terrestrial organisms:

Not expected to be toxic.

Sediment toxicity:

Exposure to sediment is unlikely.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation:

Not readily biodegradable.

Hydrolysis:

Does not hydrolyse.

Photolysis:

No data available.

Relevant information on the hazardous components:

Formaldehyde

Degradation:

Readily biodegradable. > 90% / 14 days (OECD 301 C); > 90% / 28 days (OECD

301 D)

Hydrolysis:

Does not hydrolyse.

Photolysis:

Half-life (direct photolysis): 1.71 days

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):

No data available.

Relevant information on the hazardous components:

Formaldehyde

Partition co-efficient (Log Pow):

 $0.35 @ 25^{\circ}C, pH = 3.5$ 

Bioconcentration factor (BCF):

< 1

12.4. Mobility in soil

Information on the product as supplied:

Exposure to soil is not to be expected.

Koc: No data available.

Relevant information on the hazardous components:

Formaldehyde

Koc:

15.9

12.5. Other adverse effects

None.

**SECTION 13: Disposal considerations** 

13.1. Waste treatment methods

Waste from residues/unused products:

CLARIFLOC™ C-511

### **SAFETY DATA SHEET**

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 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:

Contains one or more of the listed substances.

Section 304 - Reportable Quantity:

Contains one or more of the listed substances.

Section 313 (De minimis concentration):

Contains one or more of the listed substances.

Clean Water Act

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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: Contains one or more of the listed substances.

#### **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, Formaldehyde (gas), Acrylamide

# Relevant information on the hazardous components:

# Formaldehyde

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity: Section 304 - Reportable Quantity: Section 313 (De minimis concentration):	100 lbs 100 lbs 0.1%
Clean Water Act Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:	100 lbs
Clean Air Act Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:	15000 lbs
CERCLA Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:	100 lbs
RCRA status : Hazardous waste number :	Listed U122
DOT RQ (lbs):	100 lbs

California Proposition 65 Information:

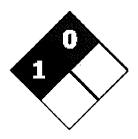
Listed

### **SECTION 16: Other information**

# NFPA and HMIS Ratings:

#### NFPA:

Health: Flammability: Instability:



#### HMIS:

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

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

1

0

0

SECTION 5. Fire-fighting measures, SECTION 8. Exposure controls/personal protection, SECTION 15. Regulatory information, SECTION 16. Other Information.

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

#### Acronyms

STOT = Specific target organ toxicity

#### Abbreviations

Acute Tox. 3 = Acute toxicity Category Code 3

Carc. 1B = Carcinogenicity Category Code 1B

Flam. Liq. 4 = Flammable liquid Category Code 4

Muta. 2 = Germ cell mutagenicity Category Code 2

Skin Corr. 1B = Skin corrosion/irritation Category Code 1B

Skin Sens. 1A = Skin sensitization Category Code 1A

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CLARIFLOC™ C-511

#### SAFETY DATA SHEET

#### Hazard statements

H227 - Combustible liquid

H301 - Toxic if swallowed

H311 - Toxic in contact with skin

H314 - Causes severe skin burns and eye damage

H317 - May cause an allergic skin reaction

H331 - Toxic if inhaled

H341 - Suspected of causing genetic defects

H350 - May cause cancer

# 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: 17.01.a

#### LDCC024

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.

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# **TABULATIONS FOR BID**

To:

**County of Albany** 

State:

NY

From:

Polydyne Inc.

Fax No.:

(912) 880-2078

Opened:

10/29/20

Subject:

RFB # 2020-116 Liquid Mannich Polymer

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

Awarded: YES/NO

(circle one)

If YES, indicate awarded vendor with an \*. If NO, indicate expected date of award.

Product	Unit Price
Clarifloc C-511	\$0.125/Lb.
	***************************************

Thank you for your assistance,

Randal Vickery

**Bid and Contract Coordinator** 

PH: (912) 880-2035

Database Number 120-309