

The following purchase order is agency specific. For piggy-backing opportunities you must contact the buyer.



King County

Finance and Business Operations Division
Procurement and Contract Services Section
Department of Executive Services

CNK-ES-0340
3rd Floor
401 5th Avenue
Seattle, WA 98104

206-263-9400
206-296-7676 Fax
TTY Relay: 771
www.kingcounty.gov

VENDOR:

POLYDYNE INC
PO BOX 270
RICEBORO, GA 31323

SHIP TO

KC DEPT. NATURAL RESOURCES & PA
KC DNRP, WPTP, DISCOVERY PARK
1400 UTAH ST W, WPM-NR0100
SEATTLE, WA 98199
United States

BILL TO

KC DEPT OF EXECUTIVE SERVICES
ACCOUNTS PAYABLE, 3RD FLOOR
401 5TH AVE, CNK-ES0320
SEATTLE, WA 98104
United States


Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
456984	0	1

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.

CREATION DATE	BUYER
29-OCT-09	P Russell

DATE OF REVISION	BUYER
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CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	
	P02676	Net30days	Paid	Destination	SELLER CHOOSES	
CONFIRM TO / TELEPHONE			REQUESTOR / DELIVER TO			
(800) 848-7659						
LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION
	<p>*****</p> <p>Contract Agreement</p> <p>Dewatering Polymer</p> <p>*****</p> <p>This Contract Agreement covers Dewatering Polymer from for an initial Term of two years November 16, 2009 through November 15, 2011 with options for 3 additional 1 year terms to November 15, 2014.</p> <p>Included Polydyne Emulsion 953 @ Neat \$.87 Dry 814 @ Neat \$1.47</p> <p>Individual Purchase Orders to order the polymer will be placed against this Contract Agreement. Deliver and Invoice using the PO numbers to follow.</p> <p>Purchase Agreement Effective From: 16-NOV-09 To: 15-NOV-11</p>					
		Amount Agreed:				
SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.		Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.		ACCEPTANCE: This purchase order expressly limits acceptance to the terms and conditions stated herein.		TOTAL  Authorized signature

Original



King County

Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

Invitation to Bid

ADVERTISED DATE: (WORK WAS ADVERTISED IN RFQ 1117-09-PCR)

Invitation to Bid (ITB) Title: **Dewatering Polymer**

ITB Number: **1121-09-PCR**

Due Date: **October 15, 2009 2:00 P.M.**

Buyer: Paul Russell, paul.russell@kingcounty.gov, 206-263-9317

Alternate Buyer: Denise Williams, denise.williams@kingcounty.gov, 206-263-9309

Term Supply Requirement

Furnish Dewatering Polymer chemicals as requested by authorized King County Wastewater Treatment personnel in accordance with the attached instructions, requirements and specifications.

NO PRE-BID CONFERENCE

Sealed Bids are hereby solicited and will **only** be received by:
King County Procurement Services Section
Chinook Building, 3rd Floor
401 Fifth Avenue
Seattle, WA 98104
Office Hours: 8:00 a.m. – 5:00 p.m.
Monday - Friday

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that **Addenda numbered** 0 **to** 0 ^{None Received} have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name

Polydyne Inc.

Address

One Chemical Plant Rd.

City/State /Postal Code

Riceboro, GA 31323

Signature

Print name and title

Lawrence D. Grizzle, Business Manager

Email

polybiddpt@snfhc.com

Phone

(912) 880-2035

Fax

(912) 880-2078

SCS/DBE Certification Number

Upon request, this Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

SECTION 1 Instruction To Bidders

1.1 Introduction

The purpose of this Invitation to Bid is to establish a contract to provide goods or services on an as needed basis. Any quantities listed herein are for bidding purposes only and represent King County's estimated annual requirements. The County will be neither obligated nor restricted to the quantities or locations indicated.

The county will only accept bids from the four firms that passed the pre-qualification and testing process in RFQ 1117-09-PCR:

- US Polymers division of 3F Chimica group / Diacon Technologies LTD. (sole West Coast Rep)
- Ashland Inc.
- Ciba division of BASF
- SNF/Polydyne subsidiary of SNF Floerger

Bidders shall only submit pricing on their exact chemical as submitted and approved by King County during the test phase of the RFQ 1117-09-PCR.

1.2 Bid Submittal Procedure

The **original and (2) two copy(s)** of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

Bidders are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable.

Sealed bids shall contain all required attachments and information and be submitted to King County (hereinafter "County") no later than the date, time and place stated on the front of this ITB or as amended. The bidder shall show the title and number, the due date specified, and the name and address of the bidder on the face of the envelope. Bidders are cautioned that failure to comply may result in non-acceptance of the bid. The Bidder accepts all risks of late delivery of mailed bids or of mis-delivery regardless of fault. Bids properly and timely submitted will be publicly opened.

Bids will only be accepted from Contractors able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one bid for the team, with accompanying proof of the joint venture agreement.

If a company chooses not to submit a bid, the County requests the company advise the Buyer by email if they desire to remain listed for the subject of this ITB and state reason they did not submit a bid.

1.3 Electronic Commerce and Correspondence

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.kingcounty.gov/procurement>. Current bidding opportunities and information are available by accessing the "**Solicitations**" tab in the left hand column.

King County Procurement Services features an **Online Vendor Registration (OVR)** program that permits vendors, consultants and contractors to register their business with the County. This OVR system allows interested parties to either directly register their firm by creating a unique User ID, or to visit the website as a guest. Information regarding bid documents will be available to all users;

however, site visitors accessing the site as a guest will not be able to document their interest in a project or add their name to the document holder's list. They will receive no automatic notification of issued addenda. As such, the County encourages full registration in order to directly communicate with document holders regarding any issued addenda or other important information concerning the solicitation.

After submittals have been opened in public, the County will post a listing of the businesses submitting proposals, and later, any final award determination.

Full information on vendor registration is available at the website.

1.4 Alterations to Document

Any addition, limitation or provision made or attached to the bid may render it non-responsive and/or irregular and be cause for its rejection.

Bidders may be required to submit additional documents as part of the bid package. Any alteration of such documents by erasure or interlineations shall be explained or noted and initialed by the Bidder.

1.5 Late Bids

Bids, modifications of bids, and withdrawal of bids received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

1.6 Cancellation of ITB or Postponement of Bid Opening

The County reserves the right to cancel the ITB at any time.

The County may change the date and time for submitting bids prior to the date and time established for submittal.

1.7 Addenda

Bidder shall acknowledge receipt of all "Addenda" issued during the bid process. Failure to acknowledge receipt of all addenda may result in a bid being determined non-responsive.

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the ITB, the County will issue a written Addendum to the ITB.

1.8 Questions and Interpretation of the ITB

No oral interpretations of the ITB will be made to any Bidder. All questions and any explanations must be requested in writing and directed to the Buyer no later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all bidders by an addendum.

Days, as referenced in this document, are calendar days unless otherwise specified.

Communications concerning this bid, with other than the listed Buyer may cause the Bidder to be disqualified.

1.9 Examination of Bid Documents

The submission of a bid shall constitute an acknowledgement upon which the County may rely that the Bidder has thoroughly examined and is familiar with the ITB, including any work site identified in the ITB, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any Contract awarded pursuant to this ITB. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this ITB.

1.10 Modifications of Bid or Withdrawal of Bid Prior to Bid Due Date

At any time before the time and date set for submittal of bids, a Bidder may submit a modification of a bid previously submitted to the County. All bid modifications shall be made in writing, executed and submitted in the same form and manner as the original bid.

Bids may be withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. A bid also may be withdrawn in person by a Bidder or authorized representative provided their identity is made known and they sign a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. All requests for modification or withdrawal of bids, whether in person or written, shall not reveal the amount of the original bid.

1.11 Bid Withdrawal After Public Opening

Except for claims of error granted by the County, no Bidder may withdraw a bid after the date and time established for submitting bids, or before the award and execution of a Contract pursuant to this ITB, unless the award is delayed for a period exceeding the period for bid effectiveness.

Requests to withdraw a bid due to error must be submitted in writing along with supporting evidence for such claim for review by the county. Evidence must be delivered to the county within two (2) business days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a bid and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the County to discover any other bid error or mistake, and the sole liability for any bid error or mistake rests with the Bidder.

1.12 Cost of Bid and Samples

The County is not liable for any costs incurred by Bidder in the preparation and evaluation of bids submitted. Samples of items required must be submitted to the location and by the time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the bidder's request and expense.

1.13 Collusion

By signing this bid, the Bidder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the County determines that collusion has occurred among Bidders, none of the bids from the participants of such collusion will be considered. The County's determination will be final.

1.14 Bid Effective Date

All bids submitted shall be a firm bid for a minimum period of 90 days after the bid opening date, unless otherwise stated in writing in the bid. The County may request a Bidder grant an extension of the bid effective period.

1.15 Bid Price and Tax

The bid price shall include everything necessary for the prosecution and completion of the Contract, except as may be provided otherwise in this ITB.

Bid Prices shall include all freight charges, FOB to the designated delivery point(s).

Taxes: Sales/use taxes and Federal excise taxes shall not be included in the bid price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The Bidder is cautioned that taxes may be a factor in evaluating the total cost of bid.

The County is exempt from Federal excise and Transportation taxes. All other government taxes, duties, fees, licenses, permits, royalties, assessments and charges shall be included in the bid price. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

1.16 Protest Procedures

King County has a process in place for receiving protests based upon invitation to bid or contract awards. The protest procedures are available at <http://www.kingcounty.gov/procurement/faq>, Suppliers web page.

SECTION 2 Bid Evaluation and Contract Award

2.1 Evaluation of Bids

Bids will be evaluated by the County to determine which bid, if any, may be deemed to be the low responsive bid, and should be accepted in the best interest of the County.

The King County Contracting Opportunities Program is incorporated in this ITB. The determination of lowest responsive bidder will include the application of the five (5) percent incentive factor for Small Contractors and Suppliers (SCS).

King County may use prompt payment discount terms in evaluation of this ITB; however, discounts terms of less than twenty (20) days will not be considered. Minimum acceptable payment terms by the County without benefit of twenty (20) day discount will be net 30 days.

In the event of a discrepancy between the unit price and the extended amount for a bid item, the unit price will govern.

2.2 Responsive

Responsive

The County will consider all the material submitted by the Bidder, and other evidence it may obtain otherwise, to determine whether the Bidder is in compliance with the terms and conditions set forth in this ITB.

Failure of a bidder to be deemed responsive may result in the rejection of a bid.

2.3 Financial Resources and Auditing

If requested by the County, prior to the award of a contract, the bidder shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within this contract. King County will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

2.4 King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods or services. The Program is open to all SCS firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program, or becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County Contracting Opportunities Program Web-site at <http://www.kingcounty.gov/exec/BusinessDev/contractingopps.aspx> or contacting the Program office at 206-205- 3443.

2.5 Forms Required Before Contract Award

The Bidder shall submit, within five (5) Days of notification from the County, the applicable documents, insurance, bonds, sworn statements, and other requirements prior to award. Failure by the Bidder to submit required documents may result in rejection of the bid.

Equal Benefit Worksheet and Declaration Form

Personnel Inventory Report*

Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity*

Internal Revenue Service Form W-9 *

Certificate of Insurance and Endorsement * – Have Insurance Agent e-mail or Fax to Buyer evidence of insurance from insurer(s) satisfactory to the county certifying to the coverage of insurance set forth in this ITB.

*If not on file with the County

2.6 Rejection of Bids

The County reserves the right to reject any bid for any reason or to waive informalities and irregularities in bids.

In consideration for the County's review and evaluation of its bid, the Bidder waives and releases any claims against the County arising from any rejection of any or all bids, including any claim for costs incurred by Bidders in the preparation and presentation of bids submitted in response to this ITB. In addition, Bidders waive the costs of providing additional information requested.

2.7 Single Bid Receipt

If the County receives a single responsive, responsible bid, the County may request an extension of the bid acceptance period and/or conduct a price or cost analysis on such bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single bid; the County reserves the right to reject such bid or any portion thereof.

2.8 Public Disclosure of Bids

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, Chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to King County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. King County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET".

2.9 Contract Award

Contract award, if any, will be made by the County to the low, responsive, responsible Bidder. The County will have no obligations until an award is made and an order placed with the Contractor. The County reserves the right to award one or more contracts as determined to be in the County's best interest. The County may accept any individual item, or group of items, or schedules of any bid, unless otherwise stated herein.

A written award mailed or otherwise furnished to a Contractor within the time for acceptance shall be a binding contract.

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

This Contract is between the County and the Contractor who shall be responsible for providing the goods or services described herein. The County is not party to defining the division of work between the Contractor and its Subcontractors. The Contractor represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to perform work hereunder.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the Project Manager or Buyer. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Buyer or Project Manager for response.

3.2 Contract Amendments

No oral order or conduct by the County shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the County. The County reserves the right to amend the contract to add or delete goods or services within the intended scope of this contract. This may include, but is not limited to:

Approval of replacements for discontinued items,

Add items of like function, or similar in nature or purpose to the originally listed products

The provision of ancillary services in response to minor changes in County needs

Extend the contract to include optional terms

Cost or Price Analysis may be required by the County for the evaluation of contract modifications, terminations, revision to contract requirements or other circumstances as determined by the County.

3.3 Invoices and Payment

The Contractor shall submit properly certified invoices to King County. The invoice(s) shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, quantities, unit prices, extended totals, and discounts, if applicable. For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

The Contractor shall bill to the address on the purchase order. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if the invoice is returned for credit or correction.

When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery accepted by the County.

Failure to comply with these requirements or to provide an invoice in conformance with the contract may delay payment.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

King County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If a price increase has not been accepted in writing by King County, the invoice may be rejected and returned to the Contractor for a correction.

3.4 Rejection of Goods Or Services

After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the requirements of the specification and the bid. All rejected goods or services shall be promptly replaced or re-performed and be subject to approval by the County. All replacement goods and services shall be provided at the Contractor's own expense.

3.5 Re-procurement Costs

When a Contractor fails to furnish goods or services in accordance with the terms of this Contract, and the County must purchase at a price greater than the contract price, the difference may be charged to the Contractor. The County may exercise this charge as a credit against invoices due the Contractor.

3.6 Termination For Convenience/Default/Non-appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor will be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract and applicable laws and regulations.

B. Termination for Default

If the Contractor does not deliver work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

A Notice to Cure will be served on the Contractor by certified mail (return receipt requested) or a delivery service capable of providing a receipt. The Contractor shall have ten (10) Days from the date the Notice to Cure was served to cure the default or provide the County with a detailed written plan, which indicates the time and methods needed to bring the work into compliance and cure the default.

If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

The Contractor will only be paid for work delivered and Accepted, or work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract and applicable laws and regulations.

The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If this Contract is terminated for non-appropriation, the County shall be liable only for payment in accordance with the terms of this Contract for performance rendered prior to the effective date of termination; and, the Contractor shall be released from any obligation under this contract or a related Purchase Order to provide further work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

3.7 Force Majeure

The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

3.8 Taxes, Licenses, and Certificate Requirements

This Contract and any of the work provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required compliances are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as applicable to the work under this Contract.

3.9 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the

successors of the assigning party. This provision shall not prevent the Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. If assignment is approved, it shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

3.10 Indemnification and Hold Harmless

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Contractor further agrees that it is responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington or US Government (when any funds for this Contract are provided by them)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, subcontractors or any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraphs A and C above, such attorney fees and costs shall be recoverable from the

Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.

- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

3.11 Applicable Law and Forum

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract shall only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

3.12 Conflicts of Interest and Non-Competitive Practices

By entering into this Contract to perform work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

By entering into this Contract to perform work, the Contractor represents that no Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were bided or given by the Contractor or any of its agents; employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3.13 Disputes, Claims and Appeals

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date on which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to alternative dispute resolution or litigation.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the County.

3.14 Maintenance of Records/Audits

The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.

All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the State and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.

The Contractor agrees to cooperate with County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.56.

If the Contractor expended a total of \$500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

3.15 Other Public Agency Orders

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

3.16 Environmental Purchasing Policy

Bidders able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Bidder and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

3.17 Industrial and Hazardous Waste

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to public sewer, private sewer, or side sewer tributary to the metropolitan sewer system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

3.18 Patents and Royalties

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract.

3.19 Supported Employment Program

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your bid. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division, 206-263-9061.

3.20 Nondiscrimination and Equal Employment Program

During the performance of this contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements are incorporated herein by reference, and such requirements shall apply to this contract. Ref: KCC 12.16, 12.17, and 12.18

3.21 Equal Benefits To Employees With Domestic Partners

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract is valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19) and related administrative rules are incorporated herein by reference. They are also available online at <http://www.kingcounty.gov/procurement/forms>, Equal Benefits web page.

3.22 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

3.23 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain valid and binding.

3.24 Certification Regarding Debarment, Suspension and Other Responsibility Matters

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION 4 Specific Contractual Terms & Conditions

4.1 Contract Value

The estimated annual value of this contract is approximately \$ 1,000,000. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

4.2 Contract Term

The initial term of this Contract will be **Two (2) Years** and may be extended for **Three (3) additional one-year periods** at the option of the County, subject to the termination clauses contained herein. King County reserves the right to extend the term if determined to be in the best interest of the County.

Contracts or purchase orders will be issued by the County. Contract amendments or change orders issued by the County may reflect modification(s) of contract terms, funding or other matters.

King County reserves the right to purchase the goods or services described herein from other sources. The Contractor does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity, or any quantity contained in this Contract.

4.3 Contract Administrative Fee

This contract is subject to an Administrative Fee (Fee), when used by other political subdivisions outside of King County's Departments, Divisions or Agencies. The Fee of ½ of 1% (.005) shall be based on total sales made to each governmental entity, less sales/use tax, freight and any credit(s), (if applicable), in accordance with this contract. The Fee shall be paid by the contractor within six (6) weeks of the close of each quarter and remitted to King County Procurement and Contract Services Section and include a reference to this Contract Number. Submitted with the Fee shall be a quarterly sales report for the referenced contract showing the total sales to each governmental entity (excluding King County), for the previous ending quarter. The Fee shall not be invoiced to any contract user as an item on a sales invoice or by any other means.

4.4 Price Revisions

Prices shall remain firm for the duration of the initial Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor shall supply documentation satisfactory to King County such as documented changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s).

King County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of King County. Requests for any such change are to be made in writing to the Buyer in the Procurement Services Division office. A written change order issued by the County will institute the price adjustment, provide the new prices and establish the effective date for the new prices.

The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to King County retroactive to the effective date of the price reductions.

4.5 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County will reject requests for additional compensation for freight charges.

4.6 Packing Slips

Each delivery to the County shall have a packing slip enclosed that identifies the requester, purchase order number, part number, unit price and quantity of each part shipped.

4.7 Use Report

The Contractor shall, if requested, submit to the Buyer a report of sales made to King County under this Contract. The report, in a format acceptable to King County, shall identify the detail required by the Buyer, which may include but is not limited to, delivery location, the item description, whether it's a Contract or non-Contract item, quantity, price and discount.

4.8 Warranty

The Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.

Conducting of tests or inspections, acceptance, or the processing of payment(s) by the County shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty responsibility.

The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor shall cooperate with the County in facilitating warranty related work by such suppliers, vendors, distributors and Subcontractors.

4.9 Warranty Remedies

Whenever possible, the contractor shall provide "on the spot" settlement of warranty claims or disputes, and authorize local representatives to act on the equipment manufacturer's behalf.

If at any time following acceptance of any work covered by this Contract, Contractor or the County discovers one or more material defects or errors in the work or any other aspect in which the work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense and within thirty (30) Days of notification of the defect by the County, correct the defect, error or nonconformity.

The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect within thirty (30) Days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case the County shall charge-back the cost for such warranty repair to the Contractor.

The Contractor is responsible for all costs of replacement in order to restore the work to the applicable Contract requirements, including shipping charges, for work found defective under the warranty, regardless of who actually corrects the defect

4.10 Hazardous Chemical Communication

In order to comply with WAC 296-62-054, Hazard Communication, the Contractor shall prepare, a Material Safety Data Sheet (MSDS) for all products containing any toxic products that may be harmful to the end user. The MSDS Sheet is to accompany the toxic product(s) to the specified delivery sites

and include the Chemical Abstract Service (CAS) numbers for every chemical that is listed in the MSDS. If the product is actually used diluted, the rate shall be so stated in the MSDS and the hazards and corresponding Personal protection, etc. also be listed. SARA Title 3 chemicals shall be listed with the percentage by weight of the total product. The MSDS shall include a statement as to the intended use of the product.

4.11 Insurance Requirements

Prior to the award of a contract, the Contractor shall obtain and maintain the minimum insurance set forth herein for the duration of this contract for itself and any subcontractor performing work. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The Contractor shall maintain limits and scope of insurance no less than:

General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit;

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage, CA 9948 Endorsement, and Auto Pollution for transport of pollutants;

Contractor's Pollution Liability: \$1,000,000 combined single limit per occurrence,

Workers' Compensation: Statutory requirements of the state of residency;

Employers Liability Stop Gap: \$1,000,000.

Except for Workers Compensation, the county, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form. **The County requires this Endorsement to complete the Contract.**

SECTION 5 TECHNICAL SPECIFICATIONS

5.1 Introduction of Specifications

Supply Dewatering Polymer for use in the county's wastewater treatment operation for sufficient quantities of polymer to treat approximately the following **dry tons per year** of digested biosolids:

16,000 tons – West Point Treatment Plant (WPTP)

Option

15,000 tons – South Treatment Plant

4,000 tons – Brightwater Treatment Plant

35,000 tons Total for all sites

The approximate totals of 10,000 and 20,000 dry tons will be used for bidding purposes only.

5.2 Specifications

A. Product Qualifications

Awarded Contractors are required to submit new MSDS at any time their polymer differs from the polymer accepted in the initial testing or subsequent approved polymer formulations. Product specifications may include, but not be limited to a percent active polymer, percent solids and viscosity specification for the neat material as well as procedures for determining these parameters. The submitted specifications shall become part of the contract for the successful bid product and will be treated as the proprietary information of the Contractor.

B. Product Disqualification

If it is determined that the product poses a safety or health hazard to plant personnel the county reserves the right to disqualify any polymer at anytime during the Contract.

The county reserves the right to disqualify any polymer that causes the sludge to exhibit unacceptable slurring or application characteristics or has adverse impacts on any treatment process downstream of the thickening process.

The county reserves the right to disqualify any polymer that poses an odor problem either at the plant site or at the sludge reuse sites. County plant and sludge application personnel will determine the existence of an odor problem with the polymer.

C. Quantity

Contract quantity estimates have been determined by pre-qualification trials and these values have been assigned to each product tested. Final contract quantities will be determined by actual conditions and may vary from the values estimated during the pre-qualification trials.

D. Quality

1. Product specifications for active polymer content and bulk viscosity range that were submitted by the Contractor during testing shall be considered part of the Contract resulting from the ITB and the Contractor shall be bound by them. The Contractor shall follow the same analytical procedures as King County's West Point Treatment Plant laboratory to determine the percent activity of the selected polymer.
2. The Bidders and awarded Contractor are advised to note the difference between percent activity and total solids. Percent activity describes the polymer content of a certain polymer solution whereas the total solids of a polymer may include inert contents such as dispersing agents or surfactants. The procedures for dry and emulsion polymer analyses shall be

according to the WERF's (Water Environment Research Foundation) 'Guidance Manual for Polymer Selection in Wastewater Treatment Plants' Section 3, Module-J.

3. If the Contractor's recommended analytical procedure for percent activity analysis differs from the WERF procedure, the Contractor shall provide a copy of the analytical method.
4. Each bulk delivery shall be accompanied by the Contractor's Lab certificate of analysis for active polymer content (for, emulsion, and dry polymers) and bulk viscosity (for, emulsion polymers). If the deliveries are determined to be below specification, King County reserves the right, to either reject the shipment or be appropriately credited by the Contractor for the discrepancy. If emulsion deliveries are not within the viscosity specification, King County reserves the right to reject the polymer shipment or return it to the Contractor at the Contractor's expense. This action would not release the Contractor from the delivery as specified under Subsection 5.2.F.
5. If during the term of the Contract the polymer is found to be consistently out of product specifications, King County will notify the Contractor in writing of the problem and requests remedial action within one week from date of notification. King County reserves the right to terminate the contract for noncompliance if the problem is not corrected promptly after this notification.
6. Dry product: the quality of the delivered product shall be consistent with that of the product tested. Changes in the physical composition of the product (e.g. granular to powder) which result in abnormal batch and decrease in dewatering performance will be considered grounds for returning any remaining bags of the affected lot for credit. The Contractor shall be responsible for crediting King County for the reduced performance with credit based on price per dry ton.

E. Equipment

1. All bids for the supply of polymer products that would require the use of additional equipment shall include a submittal detailing the additional equipment and a sketch indicating their location in the process stream. Any equipment proposed by the Contractor is subject to determination by county staff as to the suitability and reliability in performing its' function and to its' adaptability to the existing system.
2. Should it be determined after award that additional equipment is necessary to be able to use the polymer product under Contract, the Contractor shall provide and install this equipment at no additional cost to the county, subject to the county's approval as previously described, and this equipment becomes the county's property. Should the Contractor fail to provide suitable necessary equipment the county reserves the right to cancel the Contract.
3. King County's West Point Treatment Plant has two bulk storage tanks able to store approximately 20,000 gallons of emulsion polymer and the county has storage space to maintain a minimum of twenty 1,000/1,100 -pound bags of dry product. Any additional tank storage and/or ancillary equipment required to provide adequate standby capacity shall be supplied by the Contractor at no additional charge to ensure storage of two week supply of polymer emulsion and dry beyond the anticipated maximum delivery time.

F. Delivery

1. Delivery under this contract will be dependent on the type of polymer being provided by the Contractor. All deliveries shall be via motor freight as no railroad unloading facilities are available.

2. All freight and delivery charges are the responsibility of the Contractor.
3. All emulsion polymer deliveries are to be unloaded and transferred to King County's storage vessels by the carrier's on board equipment. No pressurized air will be available from King County for unloading purposes.
4. The Contractor or their delivery firm shall notify King County at least 24 hours prior to any attempt to delivery any product of material. In either case the delivery notification requirement is the full responsibility of the Contractor.
5. Delivery shall be made within 24 hours of the delivery time and date specified by the county. The county will place orders a minimum of eight (8) Business days in advance. Preferred hours for receiving deliveries are **0800-1700** hours, Monday through Friday. However, deliveries can be received outside these hours under exceptional situations. The Contractor shall inform the county at least (6) six hours in advance of any delivery that may fall outside the preferred hours of delivery. Business Days are Monday through Friday.
6. Dry Polymer:
King County's WPTP will accept delivery of dry polymer products in minimum quantities of 10,000 pounds and a maximum of 120,000 pounds. Orders will normally be for 1,000 - 1,500 pound non-returnable bulk bags with lifting straps and bottom outlet spouts. However the Contractor may be asked to provide an occasional pallet load of 50-pound bags, no bags heavier than 55 pounds are accepted. All individual bags and bulk bags shall be shipped on pallets loaded within a range of 1,000 to 1,500 pounds. All pallets shall be non-returnable. No loose bag shipments are accepted. The shipper shall provide a means of moving pallets to the end of the truck where they can be lifted by a county supplied forklift.
7. Emulsion Polymer:
For emulsion polymers, the county will accept delivery of approximately 5,000 gallons truckloads. No containerized shipments shall be accepted.

The Contractor shall supply documentation of the emulsion polymer poundage delivered by supplying the heavy load weight slip, and after the product is delivered a light load weight slip (weighing the truck before and after the delivery). The Contractor shall fax a copy of the light load weight slip within two (2) days after West Point Treatment Plant delivery to (206) 263-3850, attn: Phuong Truong. The county shall be billed according to the difference of these two weights.

5.3 Performance

A. Requirement

1. Performance Tolerances
 - a. All samples for Contract compliance will be analyzed for percentage total solids in King County's Wastewater laboratory. A dosing point in the sample, which meets or exceeds recovery and remains within the biosolids (cake) dryness range (a minimum of **90%** for recovery and **24%** for Total Solids shall be a condition of the Contract).
 - b. Throughout the life of the Contract, the county shall obtain consistent performance within ten percent (10%) of the Contracted performance standard established during the trial. Meaning that if biosolids (cake) dryness and/or polymer dosage rates change when they are entered into the dewatering polymer evaluation formula, the resultant total polymer cost shall not exceed the value calculated as part of the bid process by more than 10%.

The Contractor will be offered the opportunity to assist King County staff to making suggestions for improving product performance or by changing products. All remedial action taken by the Contractor will be subject to prior approval by King County staff and shall result in no additional cost to the County. The Contractor is responsible for bringing the performance back into compliance.

2. Odor

If an odor problem occurs during the Contract period, as determined by King County staff, Contractor is responsible for correcting the problem. The Contractor will be given the opportunity to investigate the problem and to offer proposed solutions prior to correcting the problem.

B. Contractor responsibility for correcting Performance and/ Odor problems

The Contractor shall correct performance and odor problems by assisting county staff in making adjustments or by testing and supplying the county with a different product that meets the performance. All remedial action taken by the Contractor will be subject to prior approval by King County staff. If the performance is not resolved within one month the county may elect to Terminate Contract (see Part A Section 3.6.)

If the Contractor is unable to offer a solution satisfactory to the county, the county reserves the right to switch to alternative polymer from the current polymer or purchase from an alternative firm if the problem is temporary, or terminate the Contract. All costs pertaining to correcting the odor or performance problem shall be paid by the Contractor, including purchasing product from another firm.

5.4 Technical Support

Technical support shall be provided by the Contractor which shall include but not be limited to the following subject areas at no cost to King County.

A. Process Optimization

The Contractor shall assist when requested in the evaluation of polymer injection points, process control tools or strategies, polymer applied concentration, process equipment set points or polymer type.

Neat Product Analysis - total solids, viscosity (when applicable) in centi-poise, and chemical composition, and percent active.

B. Toxicity Issues

Scientific Literature Search

Following a written request from the county, the Contractor shall assist in conducting a literature search for information including topics such as but not limited to: polymer degradation in the environment, and impact of polymer on digestion. The information shall be completed within 10 Business days after receiving the request.

C. Contractor Support

The Contractor or designated Contractor representative shall be available within two (2) hours of notification by phone or beeper for consultation, problem solving, or inquiries.

SECTION 6 BID RESPONSE

6.1 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted.

In the event of a discrepancy between the Attachment A "Neat" price and M - "Price of Polymer, \$/Active Lb" the "Neat" price will prevail and the county may recalculate the bidders M price and insert that price into the Attachment B Price spreadsheet.

A. Two polymers types to be awarded "emulsion" and "dry"

The county intends to award both an emulsion polymer and a dry polymer. The emulsion and dry polymers may be awarded to a single vendor or two different vendors depending on which is the most advantageous to the county. The county will make a separate low bid determinations for both the emulsion and dry polymers based on the criteria below.

B. Low Bid Determination

Low bid will be determined by the county calculating the bidder's "Total Net (from Incumbent)" price (individually for each qualified product) based on the results of their individual test runs. This Total Net (from Incumbent includes both the 20,000 DT price and the 10,000 DT price. For example: each week the Incumbent polymer was rerun the week the potential bidder ran their test product sample against the same condition of sludge in the wastewater plant.

Note: The incumbent's current price of \$2.93 Polymer, \$/Active Lb is used on all Attachment B price sheets as a bench mark and not as a suggested price to the county.

6.2 Prompt Pay Discount

Prompt payment discounts offered by bidders shall be used to calculate the low bid provided the discount offered allows a minimum of 20 days for payment. The number of days is calculated from the date of acceptance of goods or services or from the date a complete invoice is date stamped as received by King County, whichever event occurs last, and the check/warrant date. The County will take advantage of any prompt payment discount terms bid.

Discount periods shall be extended if:

- A. The date printed on the invoice is more than three days earlier than the invoice receipt date;
- B. The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue;
- C. An invoice is received prior to receiving goods ordered.

Prompt pay discount offered -0- % - 30 Days, Net 30

6.3 Delivery

Delivery is required as soon as possible and not later than **five (5) days** after verbal placement of an order. Bid prices shall include delivery, FOB destination, to the following locations:

Monday – Friday 0800 to 1700 hours.

West Point Treatment Plant.

Discovery Park,
1400 Utah St. W.
Seattle, WA 98119-1064

Option locations

South Treatment Plant
1200 SW Monster Rd
Renton, WA 98055

Brightwater Treatment Plant

22505 State Route 9 SE
Woodinville, WA 98072-6010

6.4 Pricing of Dewatering Polymer

Use Attachment B

ATTACHMENT A Specification for each Chemical

SPECIFICATION SHEET [Complete a separate form for each Product]

These specifications constitute the Specification of the product being bid.

All test methods and procedures used to determine Specifications shall be furnished with bid. **

Polymer Supplier	<u>Polydyne Inc.</u>
Polymer Trade Name	<u>Clarifloc WE-814</u>
Polymer Type	<u>Dry</u>
Price per Pound Active	<u>\$ 1.465/Pound Active</u>
Polymer % Active	<u>99 %</u>
Price per Pound Neat	<u>\$ 1.450/Lb.</u>

Note: the Neat price will be the unit price per the ITB Attachment B Price sheet.

	Report Units in	Specification
Cationicity**	%	80%
UL Viscosity**	centipoise	3.8 Min.
Minimum Active Solids**	Wt %	99%
Residual Acrylamide**	%	less than 0.1%
Maximum Inert Solids**	Wt %	1%
Viscosity Range** 0.25% sol. at 25 degrees centigrade	cps	560 cPs
0.5 % Solution pH**	None	2.5 - 4.5

For Dry Products

Dry Content**	Wt %	99%
On 10 mesh**	Wt %	2% max.
Through 100 mesh**	Wt %	6% max.

For Neat Liquid Polymers

Specific Gravity	none	
Percent Active Solids**	%	
Freezing Point**	Fahrenheit	

Minimum Storage Life in days:

Dry**		Neat Liquid	
0.5 % Solution**	1		
0.25 % Solution**	1		
0.1 % Solution**	1		

ATTACHMENT A Specification for each Chemical

SPECIFICATION SHEET [Complete a separate form for each Product]

These specifications constitute the Specification of the product being bid.

All test methods and procedures used to determine Specifications shall be furnished with bid. **

Polymer Supplier Polydyne Inc.
 Polymer Trade Name Clarifloc WE-953
 Polymer Type Emulsion
 Price per Pound Active \$ 2.023/Pound Active
 Polymer % Active 43 %
 Price per Pound Neat \$ 0.870/Pound Neat

Note: the Neat price will be the unit price per the ITB Attachment B Price sheet.

	Report Units in	Specification
Cationicity**	%	80%
UL Viscosity**	centipoise	4.2 - 5.2
Minimum Active Solids**	Wt %	43%
Residual Acrylamide**	%	less than 0.1%
Maximum Inert Solids**	Wt %	8%
Viscosity Range** 0.25% sol. at 25 degrees centigrade	cps	620 cPs
0.5 % Solution pH**	None	4 - 9

For Dry Products		
Dry Content**	Wt %	
On 10 mesh**	Wt %	
Through 100 mesh**	Wt %	

For Neat Liquid Polymers		
Specific Gravity	none	1.01 - 1.03
Percent Active Solids**	%	43%
Freezing Point**	Fahrenheit	-20°F

Minimum Storage Life in days:

Dry**		Neat Liquid	365
0.5 % Solution**			
0.25 % Solution**			
0.1 % Solution**			

ATTACHMENT A Specification for each Chemical

SPECIFICATION SHEET [Complete a separate form for each Product]

These specifications constitute the Specification of the product being bid.

All test methods and procedures used to determine Specifications shall be furnished with bid. **

Polymer Supplier Polydyne Inc.
 Polymer Trade Name Clarifloc WE-973
 Polymer Type Emulsion
 Price per Pound Active \$ 2.071/Pound Active
 Polymer % Active 42 %
 Price per Pound Neat \$ 0.870/Pound Active

Note: the Neat price will be the unit price per the ITB Attachment B Price sheet.

	Report Units in	Specification
Cationicity**	%	60%
UL Viscosity**	centipoise	3.7 - 4.7
Minimum Active Solids**	Wt %	42%
Residual Acrylamide**	%	less than 0.1%
Maximum Inert Solids**	Wt %	11.3%
Viscosity Range** 0.25% sol. at 25 degrees centigrade	cps	580 cPs
0.5 % Solution pH**	None	3 - 7

For Dry Products		
Dry Content**	Wt %	
On 10 mesh**	Wt %	
Through 100 mesh**	Wt %	

For Neat Liquid Polymers		
Specific Gravity	none	1.02 - 1.04
Percent Active Solids**	%	42%
Freezing Point**	Fahrenheit	7°F

Minimum Storage Life in days:

Dry**		Neat Liquid	365
0.5 % Solution**			
0.25 % Solution**			
0.1 % Solution**			

ATTACHMENT B Pricing

Separately attached via e-mail for each bidder

ATTACHMENT B PRICING Company Polydyne

	Trial	Trial	Incumbent Product	Trial	Incumbent Product
Product Name	WE 953	WE 814	Ciba Zetag 8819	WE 973	Ciba Zetag 8819
Type	Emulsion	Dry	Emulsion	Emulsion	Emulsion
% Activity	43%	99%	40%	42%	40%
Qualified	Yes	Yes		Yes	
Sludge Quantity, DT	20,000	20,000	20,000	20,000	20,000
X	40.4	35.6	34.1	35.3	34.2
M	\$2.02	\$1.47	\$2.93	\$2.07	\$2.93
Y	92.7	91.9	91.6	94.1	93.1
E	\$0	\$0	\$0	\$0	\$0
Zt	25.5	24.9	25.4	26.4	26.4
Zc	25.4	25.4	25.4	26.4	26.4
H	\$42	\$42	\$42	\$42	\$42
A	\$1,634,584	\$1,043,080	\$1,998,260	\$1,462,126	\$2,004,120
B	\$128,721	\$91,936	\$183,247	\$91,674	\$148,533
C	\$0	\$0	\$0	\$0	\$0
D	-\$12,969	\$66,407	\$0	\$0	\$0
Total (A+B+C+D)	\$1,750,336	\$1,201,424	\$2,181,507	\$1,553,800	\$2,152,653
Net (From Incumbent)	-\$431,170	-\$980,083	\$0	-\$598,853	\$0
Sludge Quantity, DT	10,000	10,000	10,000	10,000	10,000
X	40.4	35.6	34.1	35.3	34.2
M	\$2.02	\$1.47	\$2.93	\$2.07	\$2.93
Y	92.7	91.9	91.6	94.1	93.1
E	\$0	\$0	\$0	\$0	\$0
Zt	25.5	24.9	25.4	26.4	26.4
Zc	25.4	25.4	25.4	26.4	26.4
H	\$42	\$42	\$42	\$42	\$42
A	\$817,292	\$521,540	\$999,130	\$731,063	\$1,002,060
B	\$64,361	\$45,968	\$91,623	\$45,837	\$74,267
C	\$0	\$0	\$0	\$0	\$0
D	-\$6,484	\$33,204	\$0	\$0	\$0
Total (A+B+C+D)	\$875,168	\$600,712	\$1,090,753	\$776,900	\$1,076,327
Net (From Incumbent)	-\$215,585	-\$490,041	\$0	-\$299,426	\$0
Total (20,000+10,000 price)	\$2,625,504	\$1,802,136	\$3,272,260	\$2,330,700	\$3,228,980
Total Net (From Incumbent)	-\$646,755	-\$1,470,124	\$0	-\$898,279	\$0
Dose lb/dt	40.4	35.6	34.1	35.3	34.2
Cake TS%	25.5	24.9	25.4	26.4	26.4
Recovery %	92.7	91.9	91.6	94.1	93.1

Fill your price in the yellow cells only
 Fill in Pricing for both quantities 20,000 & 10,000 DT
 Blue Cells Autofill

Note: price of \$2.93 under Incumbent is for bidding analysis only and represents the price the county is paying under the old Contract.

Polymer Evaluation Formula

see note

A Polymer Dosage Cost Factor**B Recovery Cost Factor****C Polymer Handling Equipment Cost Factor** Note: Bidder shall be responsible for all costs associated with additional equipment or modifications to piping systems necessitated by a change in polymer type.**D Sludge Haul/Application Cost Factor**

$$A \{ (DT/YR) * (X \text{ lbs polymer/DT}) * (M \$/\text{lb polymer}) \}$$

$$B \{ [(DT/YR) / (Y/100)] - (DT/YR) \} * (X \text{ lbs/ polymer/DT}) * (M \$/\text{lb polymer})$$

$$C \text{ E \$}$$

$$D \{ [(DT/YR) / (Zt/100)] - [(DT/YR) / (Zc/100)] \} * (H \$/\text{WT})$$

Where:

- X** Polymer Dosage, lbs/DT
M Price of Polymer, \$/active lb
Y Recovery %
E Annual Handling Equipment Cost
Zt Trial Polymer Cake %
Zc Incumbent Cake %
H Haul Cost \$/Wet Ton

NOTE:

-Pricing at 10,000 DT will be used when annual quantities fall between 2,000 to 12,000 DT.
 -Pricing at 20,000 DT will be used when annual quantities exceed 12,001 DT.
 -Quarterly the county will assess separately the spend on both emulsion and dry at all county wastewater plants to prorate annual spend.

Price of Neat in Attachment A is the unit price. (See Subsection 6.1 Rules of Price Evaluation)

To calculate the M-"Price of Polymer, \$/active lb" = Neat price / % active.

For example the Incumbent Neat price is \$1.17 / 40% active = M of \$2.93 the price in red.

ITB 1121-09-PCR -

Dewatering Polymer (Based on RFQ 1117-09-PCR)

CLARIFLOC® WE-973 POLYMER

PRINCIPAL USES

CLARIFLOC WE-973 is a high charge cationic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal and industrial wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Cationicity	60 %
Active Polyacrylamide Min.	42 %
Freezing Point	7° F (-14° C)
Flash Point	>200° F (>93° C)
Density	8.5 - 8.7 lb/gal

PREPARATION AND FEEDING

CLARIFLOC WE-973 is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

MATERIALS OF CONSTRUCTION

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

MANUFACTURING SPECIFICATIONS

Total Solids	46.3 - 53.3 %
Residual AcAm	< 1000 ppm
Neat Viscosity	300 - 2000 cPs
UL Viscosity	3.7 - 4.7 cPs

HANDLING AND STORAGE

Suggested in-plant storage life is one year in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of CLARIFLOC WE-973, sprinkle vermiculite or equivalent absorbent over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

SAFETY INFORMATION

CLARIFLOC WE-973 is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the POLYDYNE Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC WE-973 Polymer is shipped in 55 gallon, lined steel drums containing approximately 450 pounds net or in 275 gallon nonreturnable tote tanks. 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



Material Safety Data Sheet

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND THE COMPANY

Product name : CLARIFLOC (R) WE-973 POLYMER

Company : POLYDYNE INC.
Riceboro, GA 31323
PO Box 279
United States

Telephone : 1-800-848-7659

Telefax : (912)-884-8770

E-mail :

Emergency telephone number : 1-800-424-9300

Product Use : Processing aid for industrial applications.

2. HAZARDS IDENTIFICATION

Appearance and Odor

Form : Viscous liquid

Color : Milky

Odor : Aliphatic

Emergency Overview :

Spills produce extremely slippery surfaces.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Identification : Cationic water-soluble polymer in emulsion.

Regulated Components:

None.

4. FIRST AID MEASURES

Inhalation : No hazards which require special first aid measures.

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

Eye contact : Rinse thoroughly with plenty of water, also under the eyelids. In case of persistent eye irritation, consult a physician.

Ingestion : The product is not considered toxic based on studies on laboratory animals.

5. FIRE-FIGHTING MEASURES

Suitable extinguishing media : Water. Water spray. Foam. Carbon dioxide (CO₂). Dry powder.

Precautions : Spills produce extremely slippery surfaces.

Special protective equipment for firefighters : No special protective equipment required.

Flash point : Does not flash.

Autoignition temperature : Does not ignite

6. ACCIDENTAL RELEASE MEASURES

Personal precautions : No special precautions required.

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

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

7. HANDLING AND STORAGE

Handling

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

Storage

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

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering measures

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

Personal protective equipment

Respiratory protection : In case of insufficient ventilation wear suitable respiratory equipment.

Hand protection : Rubber gloves.

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

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

Hygiene measures

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

9. PHYSICAL AND CHEMICAL PROPERTIES

Form : Viscous liquid

Color : Milky

Odor : Aliphatic

pH : 3-7 @ 5 g/l

Melting point/range : Not applicable

Flash point : Does not flash

Autoignition temperature : Does not ignite

Vapor pressure : 0.13 @ 20°C

Approx. bulk density : 1.04

Water solubility : See Technical Bulletin

10. STABILITY AND REACTIVITY

Stability : Stable. Hazardous polymerisation does not occur.

Materials to avoid : Oxidizing agents may cause exothermic reactions.

Hazardous decomposition products : Thermal decomposition may produce. Hydrogen chloride gas. Nitrogen oxides (NO_x). Carbon oxides (CO_x).

11. TOXICOLOGICAL INFORMATION

Acute toxicity

Skin : The results of testing on rabbits showed this material to be non-toxic even at high dose levels.

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

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

Irritation

Skin : May cause skin irritation with susceptible persons.

Eyes : May cause eye irritation with susceptible persons.

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

Chronic toxicity : A two-year feeding study on rats did not reveal adverse health effects. A one-year feeding study on dogs did not reveal adverse health effects. Prolonged skin contact may defat the skin and produce dermatitis.

12. ECOLOGICAL INFORMATION

Aquatic toxicity

Toxicity to fish : LC50/96 hours > 10-100 mg/l (OECD 203), (Based on the toxicity of the components using the Conventional Method).

Toxicity to daphnia : EC(I)50/Daphnia m./48 hours > 50 mg/L, (Based on the toxicity of the components using the Conventional Method).

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

Environmental fate

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.

Other ecological information :

The effects of this product on aquatic organisms are rapidly and significantly mitigated by the presence of dissolved organic carbon in the aquatic environment.

13. DISPOSAL CONSIDERATIONS

Disposal : In accordance with local, state and federal regulations.

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

14. TRANSPORT INFORMATION

DOT

Not classified as dangerous in the meaning of DOT regulations.

IMDG/IMO

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

ICAO/IATA

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

15. REGULATORY INFORMATION

International Inventories

European Union (EINECS/ELINCS) : All components of this product are either listed on the inventory or are exempt from listing.

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

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

Canada (NDSL): All components listed on inventory.

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

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

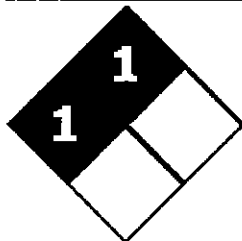
Japan (ENCS) : All components of this product are either listed on the inventory or are exempt from listing.

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

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

16. OTHER INFORMATION

NFPA and HMIS Ratings :



NFPA :

Health :	1
Flammability :	1
Instability :	0

HMIS :

Health :	1
Flammability :	1
Physical Hazard :	0

This MSDS was prepared in accordance with the following :

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

Contact : Regulatory Affairs Manager: (912)-880-8014

The data in this Material Data Sheet relates only to the specific material designated herein and does not relate to use in combination with any other material or in any process. This information is based upon technical information believed to be reliable. It is subject to revision as additional knowledge and experience is gained. This information is based upon technical information believed to be reliable. It is subject to revision as additional knowledge and experience is gained.

CLARIFLOC® WE-814 POLYMER

PRINCIPAL USES

CLARIFLOC WE-814 is a high 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	80 %
pH (0.25% Sol'n)	3-5

PREPARATION AND FEEDING

CLARIFLOC WE-814 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 WE-814 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

UL Viscosity	> 3.8 cPs
% Insolubles	< 1

HANDLING AND STORAGE

Suggested in-plant storage of CLARIFLOC WE-814 is two years in unopened bags. Store in a cool, dry area. For spills of dry CLARIFLOC WE-814, 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 WE-814 solutions, sprinkle sawdust or vermiculite over the spill area and sweep into approved chemical disposal containers. Rock salt cuts slipperiness.

SAFETY INFORMATION

CLARIFLOC WE-814 can potentially irritate the skin, eyes and lungs, so gloves, goggles and filter type respirator should be worn while handling this product. CLARIFLOC WE-814 is not readily ignited, but it will support an existing fire. Foam, CO₂ or dry chemical methods should be used because polymer-water mixtures are very slippery. Anyone responsible for the procurement, use or disposal of CLARIFLOC WE-814 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 WE-814, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC WE-814 is shipped in 50 pound poly-lined bags with 30 bags to a pallet.

ADDITIONAL INFORMATION

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

(800) 848-7659

Material Safety Data Sheet

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND THE COMPANY

Product name : **CLARIFLOC (R) WE-814 POLYMER**

Company : POLYDYNE INC.
Riceboro, GA 31323
PO Box 279
United States

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

Emergency telephone number :
1-800-424-9300

Product Use : Processing aid for industrial applications.

2. HAZARDS IDENTIFICATION

Appearance and Odor

Form : Granular solid
Color : White
Odor : None

Emergency Overview :

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

3. COMPOSITION/INFORMATION ON INGREDIENTS

Identification : Cationic water-soluble polymer.

Regulated Components

None.

4. FIRST AID MEASURES

Inhalation : No hazards which require special first aid measures.

Skin contact : No hazards which require special first aid measures. Wash with water and soap as a precaution. Call a physician if irritation persists.

Eye contact : Rinse thoroughly with plenty of water, also under the eyelids. In case of persistent eye irritation, consult a physician.

Ingestion : No hazards which require special first aid measures. The product is not considered toxic based on studies on laboratory animals.

5. FIRE-FIGHTING MEASURES

Suitable extinguishing media : Water. Water spray. Foam. Carbon dioxide (CO₂). Dry powder.

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

Special protective equipment for firefighters : No special protective equipment required.

Flash point : Not applicable

Autoignition temperature : Not applicable

6. ACCIDENTAL RELEASE MEASURES

Personal precautions : No special precautions required.

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

Methods for cleaning up : Do not flush with water. Clean up promptly by sweeping or vacuum. Keep in suitable and closed containers for disposal. After cleaning, flush away traces with water.

7. HANDLING AND STORAGE

Handling

Safe handling advice : Avoid contact with skin and eyes. Avoid dust formation. Do not breathe dust. Wash hands before breaks and at the end of workday.

Storage

Keep in a dry, cool place (0 - 35 °C).

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering measures

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

Personal protective equipment

Respiratory protection : Dust safety masks are recommended where concentration of total dust is more than 10 mg/m³.

Hand protection : Rubber gloves.

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

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

Hygiene measures

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

9. PHYSICAL AND CHEMICAL PROPERTIES

Form : Granular solid

Color : White

Odor : None

pH : 2.5 - 4.5 @ 5 g/l

Melting point/range : Not applicable

Flash point : Not applicable

Autoignition temperature : Not applicable

Approx. bulk density : 0.68

Water solubility : See Technical Bulletin

LogPow : 0

10. STABILITY AND REACTIVITY

Stability : Stable. Hazardous polymerisation does not occur.

Materials to avoid : Oxidizing agents may cause exothermic reactions.

Hazardous decomposition products : Burning of the dried material can produce: hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides.

11. TOXICOLOGICAL INFORMATION

Acute toxicity

Skin : The results of testing on rabbits showed this material to be non-toxic even at high dose levels.

Oral : LD50/oral/rat = 5000 mg/kg.

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

Irritation

Skin : The results of testing on rabbits showed this material to be non-irritating to the skin.

Eyes : 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.

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

Chronic toxicity : A one-year feeding study on rats did not reveal adverse health effects. A one-year feeding study on dogs did not reveal adverse health effects.

12. ECOLOGICAL INFORMATION

Aquatic toxicity

Toxicity to fish : LC50/96 hours = 5 - 10 mg/L.

Toxicity to daphnia : EC50/48 hours = 20 - 50 mg/L.

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

Environmental fate

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.

LogPow : 0

Bioaccumulation : Does not bioaccumulate.

Other ecological information :

The effects of this product on aquatic organisms are rapidly and significantly mitigated by the presence of dissolved organic carbon in the aquatic environment.

13. DISPOSAL CONSIDERATIONS

Disposal : In accordance with local, state and federal regulations.

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

14. TRANSPORT INFORMATION

DOT

Remarks : Not classified as dangerous in the meaning of DOT regulations.

IMDG/IMO

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

ICAO/IATA

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

15. REGULATORY INFORMATION

US SARA Reporting Requirements

SARA Title III Sections

Sara (311, 312) hazard class : Not concerned

State Regulations

The following statement is made in order to comply with the California Safe Drinking Water and Toxic Enforcement Act of 1986. This product contains the following substance (s) known to the State of California to cause cancer : Acrylamide.

International Inventories

European Union (EINECS/ELINCS) : All components of this product are either listed on the inventory or are exempt from listing.

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

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

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

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

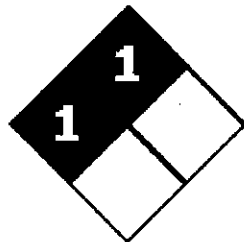
Japan (ENCS) : All components of this product are either listed on the inventory or are exempt from listing.

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

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

16. OTHER INFORMATION

NFPA and HMIS Ratings :



NFPA :

Health :	1
Flammability :	1
Instability :	0

HMIS :

Health :	1
Flammability :	1
Physical Hazard :	0

Further information : This MSDS was prepared in accordance with the following :
ANSI Z400.1-2004; Material Safety Data Sheets - Preparation

Contact : Regulatory Affairs Manager (912-880-8014)

The data in this Material Data Sheet relates only to the specific material designated herein and does not relate to use in combination with any other material or in any process. This information is based upon technical information believed to be reliable. It is subject to revision as additional knowledge and experience is gained