

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 04/30/14
ITEM FROM FINANCE COMMITTEE MEETING OF 04/21/14

ISSUE:

6. Bid No. 12/23/B and Bid No. 12/24/B Renewals – Polyelectrolyte Chemicals for FY 2014/2015 Wastewater Treatment Plant and Compost Dewatering Facility; Polydyne, Inc. (Luis Orozco)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of Bid No. 12/23/B and Bid No. 12/24/B Renewals for polyelectrolyte chemicals for FY 2014/2015 wastewater treatment plan and compost dewatering facility with Polydyne, Inc. in the amount of \$55,944 (Bid 12/23/B) and \$87,584 (Bid 12/24/B). Budget is available in wastewater fund.

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17/14/FCMissue

ACTION SHEET
PUBLIC UTILITES COMMITTEE MEETING OF 4/2/14

ISSUE NO. 14

Request for approval of the following RFB's for Polyelectrolyte chemicals:
(Luis Orozco)

- a. Bid No. '12/23/B to Polydyne, Inc. for \$55,944.00 for the Wastewater Treatment Plant and Compost Facility.
- b. Bid No. '12/24/B to Polydyne, Inc. for \$87,584.00 for the Wastewater Compost Facility.

Public Utilities Committee – 4/2/14
Finance Committee – 4/21/14
City Council – 4/26/14

PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to 4/21/14 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	x		
COUNCILOR MAESTAS	x		
COUNCILOR BUSHEE	x		
COUNCILOR DIMAS	x		
COUNCILOR IVES	Excused		

City of Santa Fe, New Mexico

memo

Date: March 18, 2014

To: Public Utilities Committee/Finance Committee/City Council

Via: Nicholas Schiavo, Public Utilities Department and Water Division Director *NS*

Via: Bryan Romero, WWM Interim Division Director *B/R*

From: Luis Orozco, WWM Plant Superintendent *L/O*

Subject: Bid Renewal for fiscal year 14/15 - Purchase of Polyelectrolyte (Sludge Thickening Aids).

BACKGROUND

Bid # '12/23/B for the WWTP was approved by Council 07/25/12 for year 12/13 for the purchase of Polyelectrolyte (Sludge Thickening Aids). Page 10 on Bid allows for renewal not to exceed four years. Polydyne is willing to extend the Bid for the third year. Renewal is for Fiscal Year 14/15 at the current price of \$1.12/lb delivered. Total cost for 49,950 pounds will be \$55,944.00.

Bid # '12/24/B for the Compost Dewatering Facility was approved by Council 07/25/12 for the purchase of polyelectrolyte (Sludge Thickening Aids). Page 10 on the Bid allows for renewal not to exceed four years. Polydyne is willing to extend the Bid for the third year. Renewal is for Fiscal Year 14/15 at the continued price of \$1.12/lb delivered. Total cost for 78,200 pounds will be \$87,584.00.

RECOMMENDED ACTION

Please accept and recommend proceeding with Polydyne Inc.'s renewal bid for the WWTP and the Compost Dewatering Facility for fiscal year 14/15. Funds for this purchase are budgeted under 52452.530200 (Bid # '12/23/B, WWTP) and 52460.530200 (Bid # '12/24/B, Composting Dewatering Facility).

Attachment:

1. Renewal Letters
2. Page 10, 2, 2.1 of Specifications, Renewal of bids.
3. Poly Bid Sheets 5/23/12.
4. City Council approval of bids on consent calendar July 25, 2012.
5. Copy Bid #'s '12/23/B' and '12/24/B

Cc: WWM Division File



March 17, 2014

Mr. Luis Orozco
City of Santa Fe
73 Paseo Real
Santa Fe, NM 87501

Subject: Polymer Contract Extension
RE: Bid No. 12/23/B

Dear Mr. Orozco,

Polydyne Inc. is pleased to offer the City of Santa Fe an extension of the referenced contract for an additional year. The product and price will remain unchanged and is as follows:

Product	Price	Package
CLARIFLOC® CE-004	\$1.120/Lb.	450 Lb. Drums

The new Contract term will be July 1, 2014 through June 30, 2015.

All other terms and conditions will remain the same.

It has been a pleasure doing business with the City of Santa Fe, and we look forward to continuing our valued supply position. Should you have any questions regarding this correspondence, please feel free to contact me at (912) 880-8013 or Rick Johnson, Sr. Technical Sales Representative, at (281) 630-4591.

Sincerely,

Lawrence D. Grizzle
Business Manager



March 17, 2014

Mr. Luis Orozco
City of Santa Fe
73 Paseo Real
Santa Fe, NM 87501

Subject: Polymer Contract Extension
RE: Bid No. 12/24/B

Dear Mr. Orozco,

Polydyne Inc. is pleased to offer the City of Santa Fe an extension of the referenced contract for an additional year. The product and price will remain unchanged and is as follows:

Product	Price	Package
CLARIFLOC® C-9555	\$1.120/Lb.	2300 Lb. Totes

The new Contract term will be July 1, 2014 through June 30, 2015.

All other terms and conditions will remain the same.

It has been a pleasure doing business with the City of Santa Fe, and we look forward to continuing our valued supply position. Should you have any questions regarding this correspondence, please feel free to contact me at (912) 880-8013 or Rick Johnson, Sr. Technical Sales Representative, at (281) 630-4591.

Sincerely,

Lawrence D. Grizzle
Business Manager

SPECIFICATIONS
'12/23/B
TECHNICAL SPECIFICATIONS FOR POLYELECTROLYTE (DAF)
(Sludge Thickening Aids)

1. GENERAL

- 1.1 The purpose of these specifications are to define contractual terms, Evaluation procedures, and minimum performance criteria for purchase of Polyelectrolyte sludge thickening aids (polymer) to be used in the dissolved air flotation (DAF) thickening of waste activated sludge at the City of Santa Fe Wastewater Treatment Plant.
- 1.2 The estimated quantity of sludge to be processed during the forty eight-month contract term is estimated at 6,067 tons, dry weight basis (estimated at 1,516.75 dry tons per year). These quantities are not guaranteed, however, as they are based on historical operations and the best information available.

2. TERM OF CONTRACT AND RENEWAL CONDITONS

- 2.1 The initial term of the polymer contract is twelve months and can be extended for an additional period of three (3) years, not to exceed four years. The City of Santa Fe reserves the right during the twelve-month periods to purchase small quantities of other thickening aids for evaluation purposes.
- 2.2 The contract will be bid at a fixed unit price and shall be effective for twelve months and can be extended for an additional three (3) twelve-month periods from the date the contract is awarded.
- 2.2a The unit price will include all handling, shipping, and delivery costs for that twelve-month period. If the contract is renewed for an additional twelve months, the Supplier will be allowed extra shipping costs incurred during the second, third or fourth twelve-month period. The extra costs allowed must be documented by the Supplier and approved by the City. No extra cost will be passed on for recovery of shipping cost increases during the first twelve-month period. During the renewal period, if any, shipping cost increased, the additional cost will be paid on a per load basis.
- 2.3 Continued use of the polymer selected per this bid is contingent upon continued performance in compliance with the minimum specifications outlined herein and in accordance with the bid award and initial performance test results. If for any reason performance of this product degrades, the City reserves the right to cancel this contract. However, the polymer Supplier will receive notification not less than two weeks prior to contract cancellation, and will have the opportunity to troubleshoot and make suggestions regarding obtaining satisfactory performance.
- 2.4 The City will make reasonable efforts to comply with the Supplier's suggestions but reserves the right to make the ultimate determination about product effectiveness and contract cancellation, if required. Contract cancellation will be effected two weeks from the date of written notice unless the City withdraws the cancellation notice.

3. PROCESS DESCRIPTION

- 3.1 The polymer batching system consists of a liquid polymer feed system, Polymaster, manufactured by Komax. Liquid polymer is pumped into a 55-gallon

SPECIFICATIONS

'12/24/B

TECHNICAL SPECIFICATIONS FOR POLYELECTROLYTE (COMPOST) (Sludge Thickening Aids)

1. GENERAL

- 1.1 The purpose of these specifications are to define contractual terms, Evaluation procedures, and minimum performance criteria for purchase of Polyelectrolyte sludge thickening aids (polymer) to be used in the dewatering building at the compost facility at the City of Santa Fe Wastewater Management Division.
- 1.2 The estimated quantity of sludge to be processed during the forty eight-month contract term is estimated at 3,637 dry tons, weight basis (estimated at 883.75 dry tons per year). These quantities are not guaranteed, however, as they are based on historical operations and the best information available.

2. TERM OF CONTRACT AND RENEWAL CONDITONS

- 2.1 The initial term of the polymer contract is twelve months and can be extended for an additional period of three (3) years, not to exceed four years. The City of Santa Fe reserves the right during the twelve-month periods to purchase small quantities of other thickening aids for evaluation purposes.
- 2.2 The contract will be bid at a fixed unit price and shall be effective for twelve months and can be extended for an additional three (3) twelve-month periods from the date the contract is awarded.
- 2.2a The unit price will include all handling, shipping, and delivery costs for that twelve-month period. If the contract is renewed for an additional twelve months, the Supplier will be allowed extra shipping costs incurred during the second, third or fourth twelve-month period. The extra costs allowed must be documented by the Supplier and approved by the City. No extra cost will be passed on for recovery of shipping cost increases during the first twelve-month period. During the renewal period, if any, shipping cost increased, the additional cost will be paid on a per load basis.
- 2.3 Continued use of the polymer selected per this bid is contingent upon continued performance in compliance with the minimum specifications outlined herein and in accordance with the bid award and initial performance test results. If for any reason performance of this product degrades, the City reserves the right to cancel this contract. However, the polymer Supplier will receive notification not less than two weeks prior to contract cancellation, and will have the opportunity to troubleshoot and make suggestions regarding obtaining satisfactory performance.
- 2.4 The City will make reasonable efforts to comply with the Supplier's suggestions but reserves the right to make the ultimate determination about product effectiveness and contract cancellation, if required. Contract cancellation will be effected two weeks from the date of written notice unless the City withdraws the cancellation notice.

3. PROCESS DESCRIPTION



Agenda

REGULAR MEETING OF
THE GOVERNING BODY
JULY 25, 2012
CITY COUNCIL CHAMBERS

AFTERNOON SESSION – 5:00 P.M.

CITY CLERK'S OFFICE

DATE 7-20-12 TIME 3:30 pm

SERVED BY _____

RECEIVED BY _____

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. SALUTE TO THE NEW MEXICO FLAG
4. INVOCATION
5. ROLL CALL
6. APPROVAL OF AGENDA
7. APPROVAL OF CONSENT CALENDAR
8. APPROVAL OF MINUTES: Reg. City Council Meeting – July 11, 2012
9. PRESENTATIONS
 - a) Employee of the Month – Angela Lee, Finance Department, Accounts Payable. (5 minutes)
 - b) Proclamation --Sabrina Pratt, Arts Commission Director. (5 minutes)
 - c) Santa Fe Named as the *Best of the Road... Best Food in America's Small Cities* by Rand McNally/USA Today. (5 minutes)
 - 1) Muchas Gracias – Key Tourism Related Business Partners. (5 minutes)
10. CONSENT CALENDAR
 - a) Bids No. 12/23/B and 12/24/B – Polyelectrolyte Chemicals for FY 2012/2013 Wastewater Treatment Plant and Compost Dewatering Facility; Polydyne, Inc. (Luis Orozco)
 - b) Bid No. 12/33/B – City Wide Water Utility Pavement Restoration and Agreement between Owner and Contractor; TLC Plumbing and Utility. (Bill Huey)

SUMMARY INDEX
 SANTA FE CITY COUNCIL MEETING
 July 25, 2012

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APPROVAL OF AMENDED AGENDA	Approved [amended]	1-2
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<u>CONSENT CALENDAR DISCUSSION</u>		
BIDS NO. 12/23/B AND 12/25/B – POLYELECTROLYTE CHEMICALS FOR FY 2012/2013 WASTEWATER TREATMENT PLANT AND COMPOST DEWATERING FACILITY; POLYDYNE, INC.	Approved [amended]	5-6
BID NO. 12/33/B – CITY WIDE WATER UTILITY PAVEMENT RESTORATION AND AGREEMENT BETWEEN OWNER AND CONTRACTOR; TLC PLUMBING AND UTILITY	Approved [amended]	6

**CITY OF SANTA FE
WASTE WATER MANAGEMENT**

"REQUEST FOR BID"

**PURCHASE OF POLYELECTROLYTE
(DAF)**

BID # '12/23/B

BID DUE:

May 23, 2012

2:00 P.M.

PURCHASING OFFICE

CITY OF SANTA FE

2651 SIRINGO ROAD - BUILDING "H"

SANTA FE, NEW MEXICO 87505

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Attachments:

1. **Instructions Relating to Local Preference Certification Form**
2. **Local Preference Certification Form**

**ADVERTISEMENT FOR BIDS
BID NO. '12/23/B**

Bids will be received by the City of Santa Fe and will be delivered to City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico 87505 until 2:00 P.M. local prevailing time, May 23, 2012. Any bid received after this deadline will not be considered. This bid is for the purpose of procuring:

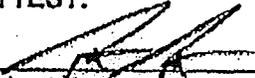
**PURCHASE OF POLYELECTROLYTE
(DAF)**

The bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful bidder will be required to conform to the Equal Opportunity Employment regulations.

Bids may be held for sixty (60) days subject to action by the city. The city reserves the right to reject any or all bids in part or in whole. Bid packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505, (505) 955-5711.

ATTEST:



Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican on: 04/23/12
To be published on: 04/27/12

Received by the Albuquerque Journal on: 04/23/12
To be published on: 04/27/12

BID SCHEDULE

BID # '12/23/B

- | | | |
|----|--|---|
| 1. | ADVERTISEMENT | April 27, 2012 |
| 2. | ISSUANCE OF BID'S | April 27, 2012 |
| 3. | RECEIPT OF BID: | May 23, 2012 at 2:00 P.M. local
prevailing time. Purchasing Office
2651 Siringo Road Bldg., "H"
Santa Fe, New Mexico 87505
(505) 955-5711 |
| 4. | PUBLIC UTILITIES: | June 6, 2012 |
| 5. | RECOMMENDATION OF AWARD
TO FINANCE COMMITTEE: | June 18, 2012 |
| 6. | RECOMMENDATION OF AWARD
TO CITY COUNCIL: | June 27, 2012 |

**DATES OF CONSIDERATION BY FINANCE COMMITTEE AND CITY COUNCIL ARE
TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.**

INFORMATION TO BIDDERS

1. **RECEIPT AND OPENING OF BIDS**

The City of Santa Fe (herein called "City"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City Purchasing Office until 2:00 P.M. local prevailing time, May 23, 2012. At this time the City Purchasing Director will publicly open and read bid(s) aloud.

Two bids shall be submitted in a sealed envelope, addressed to the Purchasing Office, City of Santa Fe, 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505. No late bids will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Bid number: '12/23/B
Title of the bid: PURCHASE OF POLYELECTROLYTE (DAF)
Name and address of the bidder:

The Owner may consider informal any bids not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. **PREPARATION OF BID**

All blank spaces for bid prices must be filled in, ink or type written. If the bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. No alternate bids will be considered unless pre-approved (5) five days prior to the bid opening date by Robert Rodarte, Purchasing Officer.

3. **BID SECURITY**

None required.

4. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

Liquidated damages are not applicable to this bid.

5. **ADDENDA AND INTERPRETATIONS**

No oral interpretations of the meaning of the specifications or other pre-bid documents will be binding. Oral communications are permitted in order to make an assessment of need for an addendum. **ANY QUESTIONS CONCERNING THE BID SHOULD BE ADDRESSED PRIOR TO BID OPENING DATE.**

Every request for such interpretations should be in writing addressed to Robert Rodarte, Purchasing Officer, 2651 Siringo Road, Bldg. H, Santa Fe, New Mexico

87505 and to be given consideration must be received at least (5) five days prior to the date fixed for the opening of bids.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be delivered to all prospective bidders not later than three days prior to the date fixed for the opening of the bids. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

6. **POWER OF ATTORNEY**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

7. **LAWS AND REGULATIONS**

The bidders attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full. In particular bidder is notified that criminal laws shall apply prohibiting bribes, gratuity and kick-backs.

8. **METHOD OF AWARD**

The award of the purchase agreement will be made to that vendor who meets or exceeds all specifications and provides the lowest total bid amount. However, delivery date, availability of stock, and complete analysis and comparison of specification details along with past experience of the City of Santa Fe with similar or related units, will be weighed in making a final decision of award.

No important deviation from the terms of this specification is acceptable. It is understood and agreed that the City of Santa Fe reserves the right to reject any and all bids, as authorized by law, and to award to other than the lowest bidder at its discretion, provided that it is in the best interest of the City of Santa Fe, if the CITY PURCHASING MANUAL and pertinent State Statutes are thereby served.

9. **PUBLIC INFORMATION**

All portions of the bid submittals will become public information. Proprietary information may be marked confidential, however, the City Purchasing Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

10. **BRAND NAMES**

All brand names specified in this bid are to imply "or equal." Bidder should include enough information with the bid submitted so this determination can be made. The determination of the Purchasing Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

11. **TAX EXEMPT**

The City of Santa Fe is tax exempt for state gross receipts taxes for the procurement of tangible personal property, but not for labor or services. A tax exempt certificate will be issued upon written request to the Purchasing Office.

12. **COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)**

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

13. **RESIDENT and LOCAL PREFERENCE**

INTENT and POLICY

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, manufacturers and contractors from outside the State of New Mexico. The underlying policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

APPLICATION-IN STATE AND OUT OF STATE BIDDERS

With acknowledgement of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978).

To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their

advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico General Service Department-Purchasing Office (Joseph Montoya Building-1100 S. St. Francis Drive 87505, 827-0472).

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the State Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 5% of the lowest bid, are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A) (1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the City Purchasing Officer may seek additional information of proof to verify that the business is a valid New Mexico Business. If it is determined by the City Purchasing Officer that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

APPLICATION FOR LOCAL PREFERENCE

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The local preference for proposals shall be 1.10.

Bids for Goods and Services. When bids for the purchase of goods or services pursuant to Section 22 are received, the lowest responsive bid received from those bidders in the first category listed below shall be multiplied by the Preference Factor. If the resulting price of that bid receiving the preference is lower than or equal to the lowest bid of all bids received, the contract shall be awarded to that bidder receiving the preference. If no bids are received from bidders in the first category, or if the bid receiving the preference does not qualify for an

award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of bidders listed to determine if the bid qualifies for award. The priority of categories of bidders is:

- (1) Local business.
- (2) Resident business.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposals are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Resident Preference. No resident business or manufacturer, as defined, shall be given any preference in the awarding of contracts for furnishing goods or services to the city, unless it shall have qualified with the State Purchasing Agent as a resident business or manufacturer and obtained a certification number as provided in Section 13-1-22 NMSA 1978. The certification number must be submitted with its bid for an offeror to qualify for this preference. The Central Purchasing Office shall determine if a resident preference is applicable to a particular offer on a case by case basis.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No offeror shall receive more than a 5% for resident and 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

New Mexico Resident Preference Number (if applicable) N/A

SPECIAL CONDITIONS

1. **GENERAL**
When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.
2. **ASSIGNMENT**
Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.
3. **VARIATION IN SCOPE OF WORK**
No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.
4. **DISCOUNTS**
Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.
5. **TAXES**
The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.
6. **INVOICING**
 - (A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.
 - (B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.
7. **METHOD OF PAYMENT**
Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.
8. **DEFAULT**
The city reserves the right to cancel all or any part of this order without cost to the city if the vendor fails to meet the provisions for this order, and except as otherwise

provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. **NON-DISCRIMINATION**

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the President's Executive Order No. 11246 as amended.

10. **NON-COLLUSION**

In signing this bid or proposal, the vendor certifies he has not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submitted to the City of Santa Fe.

SPECIFICATIONS
'12/23/B
TECHNICAL SPECIFICATIONS FOR POLYELECTROLYTE (DAF)
(Sludge Thickening Aids)

1. GENERAL

- 1.1 The purpose of these specifications are to define contractual terms, Evaluation procedures, and minimum performance criteria for purchase of Polyelectrolyte sludge thickening aids (polymer) to be used in the dissolved air flotation (DAF) thickening of waste activated sludge at the City of Santa Fe Wastewater Treatment Plant.
- 1.2 The estimated quantity of sludge to be processed during the forty eight-month contract term is estimated at 6,067 tons, dry weight basis (estimated at 1,516.75 dry tons per year). These quantities are not guaranteed, however, as they are based on historical operations and the best information available.

2. TERM OF CONTRACT AND RENEWAL CONDITIONS

- 2.1 The initial term of the polymer contract is twelve months and can be extended for an additional period of three (3) years, not to exceed four years. The City of Santa Fe reserves the right during the twelve-month periods to purchase small quantities of other thickening aids for evaluation purposes.
- 2.2 The contract will be bid at a fixed unit price and shall be effective for twelve months and can be extended for an additional three (3) twelve-month periods from the date the contract is awarded.
- 2.2a The unit price will include all handling, shipping, and delivery costs for that twelve-month period. If the contract is renewed for an additional twelve months, the Supplier will be allowed extra-shipping costs incurred during the second, third or fourth twelve-month period. The extra costs allowed must be documented by the Supplier and approved by the City. No extra cost will be passed on for recovery of shipping cost increases during the first twelve-month period. During the renewal period, if any, shipping cost increased, the additional cost will be paid on a per load basis.
- 2.3 Continued use of the polymer selected per this bid is contingent upon continued performance in compliance with the minimum specifications outlined herein and in accordance with the bid award and initial performance test results. If for any reason performance of this product degrades, the City reserves the right to cancel this contract. However, the polymer Supplier will receive notification not less than two weeks prior to contract cancellation, and will have the opportunity to troubleshoot and make suggestions regarding obtaining satisfactory performance.
- 2.4 The City will make reasonable efforts to comply with the Supplier's suggestions but reserves the right to make the ultimate determination about product effectiveness and contract cancellation, if required. Contract cancellation will be effected two weeks from the date of written notice unless the City withdraws the cancellation notice.

3. PROCESS DESCRIPTION

- 3.1 The polymer batching system consists of a liquid polymer feed system, Polymaster, manufactured by Komax. Liquid polymer is pumped into a 66-gallon

stock solution-batching tank equipped with a drum impeller mixer. The stock polymer solution is transferred to the poly unit using a controlled metering pump. Drive speed and stroke, control the flow rate and is calibrated to ml per minute. The stock solution is diluted with potable water and combined with Waste Activated Sludge (WAS) prior to discharging to the DAF. One Polymaster unit is supplied for both DAF units. The City operates 3 Dissolved Air Flotation/Thickeners during the warmer months and 2 during the colder months.

4. POLYELECTROLYTE

- 4.1 The polyelectrolyte (polymer) provided shall be a commercially available liquid polymer specifically designed and recommended for conditioning waste activated sludge prior to its thickening by DAF. The polymer supplied shall contain a minimum of 45% active product and shall be completely compatible with the existing storage and feed equipment. Products requiring additional or modified, storage and feed equipment will not be used.
- 4.2 Minimum product storage life shall be 3 months.
- 4.3 The polymer shall be supplied directly by manufacturer engaged in the production and supply of this type of product. The manufacturer has to be ISO 9002 compliant and accompanied with the bid package. The bidder is required to demonstrate to the City that the product he is proposing has a successful application record at other similar facilities in the United States. The bidder is required to provide, with his bid, the name of contact persons for two or more references who can report on the successful use of this product, under identical conditions. Failure to do so shall be grounds for disqualification of the bid.
- 4.4 All bidders are required to make a pre-bid site visit and conduct testing with plant sludge to assure themselves that they can meet or exceed all requirements for delivery and application. Failure to make a pre-bid site visit and conduct testing may be grounds for disqualification of bid. Any exceptions to 4.4 have to be approved by plant superintendent in writing and be included in bid.
- 4.5 The manufacturer must offer technical support when required by the City of Santa Fe on their product.

5. BID EVALUATION PROCEDURE

- 5.1 It shall be the polymer Supplier's responsibility to supply a polymer that will meet the minimum performance criteria stated. Award of contract for the twelve months polymer supply may be on the basis of the lowest price bid per dry ton of sludge. Performance stated on bid shall be demonstrated at the Santa Fe Wastewater Treatment Plant prior to award of the contract and shall be in compliance with the minimum criteria specified herein.
- 5.2 Upon notification by the City, the bidder shall deliver a three-day supply of polymer within seven days of notification. The polymer shall be of the same content and type as identified on the bid data sheet. The City will evaluate the polymer performance per the criteria stated above. The polymer manufacturer shall provide the full time services of an experienced representative, to monitor the product evaluation. The evaluation, however, will be performed over the three-day period stated above, under the supervision and operation of the City's personnel. All bidders will be required to use the polymer for a period of three days and will have to schedule this period with the Superintendent or Assistant Superintendent. All bidders will be responsible to maintain and repair any

damage done to the equipment and insure compatibility with existing polymer residual that might pose a problem.

- 5.3 The DAF Facility shall be operated under representative normal conditions and the effectiveness of the bid polymer shall be evaluated over a period of three days. The un-thickened waste activated sludge (WAS), fed to the DAF Facility, will vary in solids WAS concentration depending on actual operating conditions between 0.32% and 0.55-% solids, 0.24% to 0.42% volatile. Sludge temperatures vary between 60°F and 80°F, depending on time of year and operating conditions. Sludge feed rate to the DAF tanks will vary between 73 and 150 gpm/unit. Typically, the feed rate will be around 90 gpm/unit. Test results will be based on composite daily samples. No samples will be taken during the first hour after start up. The solids concentration of the thickened sludge must average 5.5% to 6.0% total solids with a minimum solids capture rate of 98% for the test period. The DAF shall satisfactorily perform within the stated parameters at a maximum polymer usage of 7 pounds of polymer (active solids dry weight) per ton of dry processed sludge. Product sludge concentration achieved through higher polymer dosages shall not be considered for award of bid. At any time during the test period, the DAF thickened solids are not to exceed 6.0% because this may result in pump damage. At the prescribed dosage, the polymer being tested must not be harmful to microscopic organisms in the anaerobic digesters and the polymer must not contribute or cause digester foaming.
- 5.4 If during the testing period, the bidder meets all minimum performance criteria then the City shall pay for a three-day supply of polymer at the bulk price quoted. However, if the polymer does not meet the performance criteria, the bid shall be considered non-responsive, automatically rejected, and no payment shall be made to the bidder. A new purchase order will be issued to the second bidder and the evaluation procedure will be repeated.
- 5.5 The described sequence shall be repeated until a bidder is found who satisfactorily meets the criteria specified herein.
- 5.6 The City reserves the right to make minor adjustments to the bid evaluation procedure, when to do so is not prejudicial against any bidder and is likely to result in enhanced economy of operation. For example, if a product is bid which must be applied at a rate greater than 7 pounds (active solids dry weight) of polymer per ton of dry processed sludge, but which costs much less per pound than other polymers which must be applied at a rate of 7 pounds per ton dry processed sludge, such a bid would be considered, paragraph 5.3 notwithstanding.

6. DELIVERY CONDITIONS

- 6.1 Upon verification of performance, the contract shall be awarded to the selected bidder meeting all criteria. Polymer deliveries will be made in 55-gallon drums, F.O.B. destination. The City shall assist the polymer supplier in transferring the polymer from the delivery vehicle to the DAF polymer storage area, located at the City of Santa Fe Wastewater Treatment Plant, 73 Paseo Real, Santa Fe, New Mexico 87507.
- 6.2 Delivery shall be made between the hours of 7:30 A.M. to 3:00 P.M. Monday through Friday excluding holidays. The City will refuse payment of any standby or delivery charges. The net polymer delivery weight will be used for payment

purposes. Certified drum net and gross weights shall be supplied to the City with each delivery. Failure to do so shall be grounds for rejection of delivery and cancellation of the contract. The number of 55 gallon drums times the certified net weight per drum shall be used to determine the net weight of the product delivered. The supplier shall provide a detailed description of the method of determining certified net drum weight with his bid.

- 6.3 The City reserves the right to verify certified delivery weights and compliance with technical specifications. If delivered weights or other product characteristics do not comply with certified weights and contract specifications, the City reserves the right to adjust payments accordingly and cancel the contract.

7. SUBMITTAL OF DATA

- 7.1 Using the forms attached, the following data shall be submitted with each bid in order for the bid to receive any consideration for the award of the contract.
- (1) At least two references of individuals responsible for successful identical applications shall be supplied with this bid proposal. The references shall include the name and telephone number of a person or persons. Lack of references or the submittal of unsatisfactory reference statements will result in disqualification of the bid. References shall be notified in advance by the polymer bidder that they will be contacted by the City of Santa Fe.
- (2) The active content of the polymer shall be stated. Products with active components less than 45% may be disqualified at the discretion of the City of Santa Fe.

8. PAYMENT

- 8.1 Payment for polymer deliveries will normally be made within three weeks of receipt of the invoice. To expedite payment, a copy of the invoice should be mailed to:

Santa Fe Wastewater Treatment Facility
Loni Martinez (505) 955-4620
73 Paseo Real
Santa Fe, NM 87507

This person should also be contacted regarding any questions concerning payment.

- 8.2 Payment for a polymer delivery will be calculated based on the weight of the polymer delivered as follows:

Payment = Bid Unit Price x Weight delivered
*Lb.
*(Net weight per barrel x number of barrels delivered)

9. CONTACT

Suppliers having any question regarding these specifications or to set up an appointment for bench testing should contact:

Luis G. Orozco, Wastewater Treatment Plant Superintendent - (505) 955-4615 or

Sherman Bilbo, Assistant Superintendent - (505) 965-4681.

EXCEPTIONS

None

REFERENCES

Municipality/User	<u>City of Austin</u>
Contact Person	<u>Ken Lockard</u>
Phone Number	<u>(512) 972-1953</u>

Municipality/User	<u>Buffalo Sewer Authority</u>
Contact Person	<u>Michael Letina</u>
Phone Number	<u>(716) 883-1820, Ext. 285</u>

BID SHEET
(TO BE FILLED OUT BY POLYMER MANUFACTURER REPRESENTATIVE)

Polymer Manufacturer Name & Address

Polydyne Inc.

One Chemical Plant Road

Riceboro, GA 31323

Polymer Type

Emulsion

Polymer Trade Name

Clarifloc CE-004

ISO Certificate Attachment
Chemtal Inc. (Manufacturing Site)
certificate is attached

Minimum Active Solids, %*

45%

Maximum Inert Solids, %

7%

Molecular Weight Range

5×10^6 - 8×10^6

Molecular Structure

Copolymer of polyacrylamide acrylethyl
trimethyl ammonium chloride (AETAC)

Bulk Density Range

8.5 - 8.7 Lbs./gal.

Viscosity Range, 0.25% Sol. @ 25°C

400-700 cP's

Minimum Storage Life

Six months in unopen containers

Liquid polymer 1 Day 0.5% solution 1 Day 0.25% solution

1 Day 0.1% solution Certified net and gross delivered weights 1 Day

Certification Agency Sission Scale

Method of Certification Multi-Point Calibration

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Fax Server

City of Santa Fe

CERTIFICATE OF SITE INSPECTION

This certificate pertains to Request for Bid Number, and must be completed by all vendors making an offer in response to this Request.

STATEMENT BY VENDOR

I hereby certify that I have conducted an on-site inspection related to the requirements contained within this Request and the inspection was conducted at the location of the Santa Fe Wastewater Treatment Plant, 73 Paseo Real, Santa Fe, New Mexico 87507.

VENDOR: Polydyne Inc.

VERIFICATION BY CITY EMPLOYEE:

Rick Johnson
Type/Printed Name

Sherman W Bilbo
Type/Printed Name

Rick Johnson
Signature

Sherman W Bilbo
Signature

May 9, 2012
Date of Site Inspection

5/21/12
Date of Verification

ARRANGEMENTS FOR SITE INSPECTION:

To make arrangements for site inspection, vendors are to call: Luis Crozco (505) 955-4616 or Sherman Bilbo (505) 955-4681.

WAIVER

In lieu of an on-site inspection, I hereby waive my right to conduct an on-site inspection, however, I fully understand and realize that failure to conduct an on-site inspection shall not constitute relief from any responsibility for estimating properly the difficulty or cost related to successfully performing the required work. I further understand that I will be responsible for any excess costs resulting from failure to estimate accurately and failure to conduct an on-site inspection may result in the rejection of my offer.

_____	_____	_____
Print of Typed Name	Signature	Date
_____	_____	
Title	Name of Company	

FAILURE TO RETURN THIS FORM, COMPLETED AND SIGNED, WITH YOUR BID MAY CAUSE YOUR BID TO BE CONSIDERED NON-RESPONSIVE.

CITY OF SANTA FE
BID FORM
BID # '12/23/B

EXCEPTIONS TO SPECIFICATIONS

Bidder is required to return two (2) complete copies of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

- a. All specifications, terms and conditions are met.
b. Exceptions have been taken and noted on attached sheet (s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. City staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the bidder warrants that there was no collusion of any kind in submission of this bid.

WARRANTIES

Warranty required for material and workmanship for minimum of one year unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory delivery of equipment from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

State name, address and phone number of nearest authorized maintenance representative:

Rick Johnson, Senior Technical Sales Representative

30 Pale Dawn, The Woodlands, TX 77381

PH: (281) 630-4591

DELIVERY

Bids shall include all costs of delivery to the City of Santa Fe, the specific location to be as designated by City staff. Unit shall be completely operational and ready for use.

Date of delivery after notice to proceed:

7-14 calendar days.

Bidder SHALL INCLUDE descriptive material such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

PRICE PER POUND: \$1.12/Lb.

TOTAL BID AMOUNT FOR 49,950 LBS PER YEAR: 55,944.00

The City reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the bidder must note the percent increase for lesser quantities.

BIDDER'S:

Polydync Inc.

Firm

One Chemical Plant Road, Riceboro, GA 31323

Address

Authorized Signature

Lawrence D. Grizzle

Print Name

Business Manager

Position

(912) 880-2035

Phone Number

(912) 880-2078

Fax Number

May 21, 2012

DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): N/A

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

**INSTRUCTIONS RELATING TO
LOCAL PREFERENCE CERTIFICATION FORM**

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror must complete and submit the local preference certification form with its offer. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.
2. **Local Preference precedence over State Preference:** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Principal Office and location must be stated:** To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.
4. **Subcontractors do not qualify:** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
5. **Definition:** The following definition applies to this preference.

A local business is an entity with its Principal office and place of business located in Santa Fe County.

A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents. A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

Additional Documentation: If requested a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

Not Applicable

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Principal Office: _____
Street Address City State Zip Code

City of Santa Fe Business License # _____ (Attach Copy to this Form)

Date Principal Office was established: _____ (Established date must be six months before date of Publication of this RFP or RFB).

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: _____

Printed Name: _____

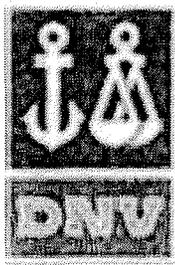
Title: _____ Date: _____

Subscribed and sworn before me by _____ this _____, day of _____

My commission expires _____
Notary Public

SEAL

YOU MUST RETURN THIS FORM WITH YOU OFFER



DNV BUSINESS ASSURANCE

MANAGEMENT SYSTEM CERTIFICATE

Certificate No. CERT-02248-2006-AQ-HOU-RvA

This is to certify that

Chemtall, Inc.

DbA

(SNF Holding)

at

1 Chemical Plant Road, Riceboro, GA 31323 USA

has been found to conform to the Management System Standard.

ISO 9001:2008

This Certificate is valid for the following product or service ranges

**Design, Production and Sale Of Polyacrylamide
and Related Polymers and Monomers**

Initial Certification date:

April 22, 1996

This Certificate is valid until:

February 11, 2015

*The audit has been performed under the
supervision of*

Don Burak
Lead Auditor

Place and date.

Houston, Texas, February 11, 2011

for the Accredited Unit:

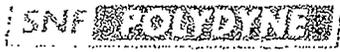
**DNV CERTIFICATION B.V.,
THE NETHERLANDS**

Rudy Frueboes
Management Representative



Lack of fulfillment of conditions as set out in the Certification Agreement may render this Certificate invalid.

DET NORSKE VERITAS CERTIFICATION B.V. ZWOLSEWEG 1, 2994 LB BARENDRICHT, THE NETHERLANDS, TEL. +31 102922 688 WWW.DNVBA.COM



Warranty Statement

Polydyne Inc. is dedicated to providing our customers with quality material on a timely basis. If at any time there are questions about Polydyne Inc. products, please contact one of the Polydyne Inc. representative listed below:

Rick Johnson, Senior Technical Sales Representative
Tel: (281) 630-4591
Email: rjohnson@polydyneinc.com

Tom Whitaker, Regional Sales Manager
Tel: (940) 390-2186
Email: twhit6247@aol.com

Customer Service:
Monday- Friday * 8:00 a.m. – 5:00 p.m.
Ylonda Bailey, Ext. 8722 or 3633
Toll Free: (800) 848-7659
Email: YlondaB@snfhc.com

Bids & Contracts Department:
Randal Vickery, Bid Coordinator
Tel: (912) 880-2035
Email: PolyBiddpt@snfhc.com
Fax: (912) 880-2078



CLARIFLOC® CE-004 POLYMER

PRINCIPAL USES

CLARIFLOC CE-004 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
Density	8.5 - 8.7 lbs/gal
Cationicity	60 %
Active Polyacrylamide Min.	45 %
Freezing Point	7 F. (-14 C.)
Flash Point	>200 F. (>93 C.)

PREPARATION AND FEEDING

CLARIFLOC CE-004 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	45 - 52 %
Residual AcAm	< 1000 ppm
Neat Viscosity	500 - 2000 cP's
Ul. Viscosity	3.3 - 4.3 cP's

HANDLING AND STORAGE

Suggested in-plant storage life is 12 months in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of CLARIFLOC CE-004, sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

SAFETY INFORMATION

CLARIFLOC CE-004 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 Chemtree anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC CE-004 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

ALL STATEMENTS, INFORMATION AND DATA GIVEN HEREIN ARE BELIEVED TO BE ACCURATE AND RELIABLE BUT ARE PRESENTED WITHOUT GUARANTEE, WARRANTY OR REPRESENTATION OF ANY KIND. ANY APPLICABLE OR IMPLIED WARRANTIES OR SUGGESTIONS CONCERNING POSSIBLE USE OF THE INFORMATION ARE MADE WITHOUT REPRESENTATION OR WARRANTY. THERE ARE SUCH USES OF THIS PRODUCT THAT MAY BE PATENT INFRINGEMENT AND ARE NOT RECOMMENDED BY THE COMPANY. THE USER SHOULD NOT AT ANY TIME THAT ANY SAFETY MEASURES ARE INDICATED OR THAT OTHER MEASURES MAY NOT BE REQUIRED.

MATERIAL SAFETY DATA SHEET

PAGE:	1 of 5
REVISION DATE:	07/30/2002
PRINT DATE:	04/14/2003

1. IDENTIFICATION OF THE PRODUCT AND THE COMPANY

CLARIFLOC® CE-004 POLYMER

Supplier :

POLYDYNE INC.

PO Box 270

Riceboro, GA 31323

Tel : 800-848-7659 Fax : 912-884-8770

2. COMPOSITION/INFORMATION ON INGREDIENTS

Identification of the preparation :

Cationic water-soluble polymer in emulsion.

3. HAZARDS IDENTIFICATION

Spills produce extremely slippery surfaces.

4. FIRST AID MEASURES

Inhalation :

Move to fresh air.

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

Special fire-fighting precautions :

Spills produce extremely slippery surfaces.

Protective equipment for firefighters :

No special protective equipment required.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions :

No special precautions required.

Environmental precautions :

Do not contaminate water.

CLARIFLOC® CE-004 POLYMER

PAGE:	2 of 5
REVISION DATE:	07/30/2002
PRINT DATE:	04/14/2003

Methods for cleaning up : Do not flush with water. Dam up. Soak up with inert absorbent material. If liquid has been spilled 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 : 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 controls : Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Personal protection 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.
- **Skin protection :** Chemical resistant apron or protective suit if splashing or 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 :	4 - 7 @ 5 g/l for product series. See Technical Bulletin for specific value.
Flash point (°C) :	Does not flash
Autoignition temperature (°C) :	Does not ignite
Vapour pressure (mm Hg) :	0.13 @ 20°C
Bulk density :	See Technical Bulletin
Water solubility :	See Technical Bulletin

Viscosity (mPa s) :

See Technical Bulletin

10. STABILITY AND REACTIVITY

Stability : Product is stable, No hazardous polymerization will occur..

Oxidizing agents may cause exothermic reactions.

Hazardous decomposition products : Thermal decomposition may produce : hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides.

11. TOXICOLOGICAL INFORMATION

Acute toxicity

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

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

- 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

Ecotoxicity:

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

- Fish LC50/Danio rerio/96 hr > 10 - 100 mg/L (OECD 203)(Based on the toxicity of the components using the Conventional Method.)

- Algae : Algal inhibition tests are not appropriate. The flocculating characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.

CLARIFLOC® CE-004 POLYMER

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- *Daphnia* : EC50/Daphnia magna/48 hr > 50 mg/L (OECD 202)(Based on the toxicity of the components using the Conventional Method.)

Environmental fate:

The product is rapidly eliminated from the aquatic medium through irreversible adsorption onto suspended matter and dissolved organics.

Bioaccumulation : Does not bioaccumulate.

Persistence / degradability : Not readily biodegradable

13. DISPOSAL CONSIDERATIONS

Waste from residues / unused products : In accordance with federal, state and local regulations.

Contaminated packaging : 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 regulations.

14. TRANSPORT INFORMATION

Not regulated by DOT.

15. REGULATORY INFORMATION

All components of this product are on the TSCA and DSL inventories.

RCRA status : Not a hazardous waste.

Hazardous waste number : Not applicable

Reportable quantity (40 CFR 302) : Not applicable

Threshold planning quantity (40 CFR 355) : Not applicable

California Proposition 65 information : *The following statement is made in order to comply with the California Safe Drinking Water and Toxic Enforcement Act of 1986: This product contains a chemical(s) known to the State of California to cause cancer : residual Acrylamide*

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HMIS & NFPA Ratings		NFPA
Health :	1	1
Flammability :	1	1
Reactivity :	0	0

16. OTHER INFORMATION

Person to contact : Regulatory Affairs Manager

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

**CITY OF SANTA FE
WASTE WATER MANAGEMENT**

"REQUEST FOR BID"

**PURCHASE OF POLYELECTROLYTE
(COMPOST)**

BID # '12/24/B

BID DUE:

May 23, 2012

2:00 P.M.

PURCHASING OFFICE

CITY OF SANTA FE

2651 SIRINGO ROAD - BUILDING "H"

SANTA FE, NEW MEXICO 87505

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Attachments:

1. Instructions Relating to Local Preference Certification Form
2. Local Preference Certification Form

**ADVERTISEMENT FOR BIDS
BID NO. '12/24/B**

Bids will be received by the City of Santa Fe and will be delivered to City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico 87505 until 2:00 P.M. local prevailing time, May 23, 2012. Any bid received after this deadline will not be considered. This bid is for the purpose of procuring:

**PURCHASE OF POLYELECTROLYTE
(COMPOST)**

The bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful bidder will be required to conform to the Equal Opportunity Employment regulations.

Bids may be held for sixty (60) days subject to action by the city. The city reserves the right to reject any or all bids in part or in whole. Bid packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505, (505) 955-5711.

ATTEST:



Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican on: 04/23/12
To be published on: 04/27/12

Received by the Albuquerque Journal on: 04/23/12
To be published on: 04/27/12

BID SCHEDULE

BID # '12/24/B

- | | | |
|----|--|---|
| 1. | ADVERTISEMENT | April 27, 2012 |
| 2. | ISSUANCE OF BID'S | April 27, 2012 |
| 3. | RECEIPT OF BID: | May 23, 2012 at 2:00 P.M. local
prevailing time. Purchasing Office
2651 Siringo Road Bldg., "H"
Santa Fe, New Mexico 87505
(505) 955-5711 |
| 4. | PUBLIC UTILITIES: | June 6, 2012 |
| 5. | RECOMMENDATION OF AWARD
TO FINANCE COMMITTEE: | June 18, 2012 |
| 6. | RECOMMENDATION OF AWARD
TO CITY COUNCIL: | June 27, 2012 |

DATES OF CONSIDERATION BY FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INFORMATION TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

The City of Santa Fe (herein called "City"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City Purchasing Office until 2:00 P.M. local prevailing time, May 23, 2012. At this time the City Purchasing Director will publicly open and read bid(s) aloud.

Two bids shall be submitted in a sealed envelope, addressed to the Purchasing Office, City of Santa Fe, 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505. No late bids will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Bid number: '12/24/B
Title of the bid: PURCHASE OF POLYELECTROLYTE (COMPOST)
Name and address of the bidder:

The Owner may consider informal any bids not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. PREPARATION OF BID

All blank spaces for bid prices must be filled in, ink or type written. If the bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. No alternate bids will be considered unless pre-approved (5) five days prior to the bid opening date by Robert Rodarte, Purchasing Officer.

3. BID SECURITY

None required.

4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

Liquidated damages are not applicable to this bid.

5. ADDENDA AND INTERPRETATIONS

No oral interpretations of the meaning of the specifications or other pre-bid documents will be binding. Oral communications are permitted in order to make an assessment of need for an addendum. **ANY QUESTIONS CONCERNING THE BID SHOULD BE ADDRESSED PRIOR TO BID OPENING DATE.**

Every request for such interpretations should be in writing addressed to Robert Rodarte, Purchasing Officer, 2651 Siringo Road, Bldg. H, Santa Fe, New Mexico

87505 and to be given consideration must be received at least (5) five days prior to the date fixed for the opening of bids.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be delivered to all prospective bidders not later than three days prior to the date fixed for the opening of the bids. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

6. **POWER OF ATTORNEY**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

7. **LAWS AND REGULATIONS**

The bidders attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full. In particular bidder is notified that criminal laws shall apply prohibiting bribes, gratuity and kick-backs.

8. **METHOD OF AWARD**

The award of the purchase agreement will be made to that vendor who meets or exceeds all specifications and provides the lowest total bid amount. However, delivery date, availability of stock, and complete analysis and comparison of specification details along with past experience of the City of Santa Fe with similar or related units, will be weighed in making a final decision of award.

No important deviation from the terms of this specification is acceptable. It is understood and agreed that the City of Santa Fe reserves the right to reject any and all bids, as authorized by law, and to award to other than the lowest bidder at its discretion, provided that it is in the best interest of the City of Santa Fe, if the CITY PURCHASING MANUAL and pertinent State Statutes are thereby served.

9. **PUBLIC INFORMATION**

All portions of the bid submittals will become public information. Proprietary information may be marked confidential, however, the City Purchasing Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

10. **BRAND NAMES**

All brand names specified in this bid are to imply "or equal." Bidder should include enough information with the bid submitted so this determination can be made. The determination of the Purchasing Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

11. **TAX EXEMPT**

The City of Santa Fe is tax exempt for state gross receipts taxes for the procurement of tangible personal property, but not for labor or services. A tax exempt certificate will be issued upon written request to the Purchasing Office.

12. **COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)**

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

13. **RESIDENT and LOCAL PREFERENCE**

INTENT and POLICY

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, manufacturers and contractors from outside the State of New Mexico. The underlying policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1989 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

APPLICATION-IN STATE AND OUT OF STATE BIDDERS

With acknowledgement of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978).

To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their

advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico General Service Department-Purchasing Office (Joseph Montoya Building-1100 S. St. Francis Drive 87505, 827-0472).

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the State Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 5% of the lowest bid, are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A) (1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the City Purchasing Officer may seek additional information of proof to verify that the business is a valid New Mexico Business. If it is determined by the City Purchasing Officer that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

APPLICATION FOR LOCAL PREFERENCE

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The local preference for proposals shall be 1.10.

Bids for Goods and Services. When bids for the purchase of goods or services pursuant to Section 22 are received, the lowest responsive bid received from those bidders in the first category listed below shall be multiplied by the Preference Factor. If the resulting price of that bid receiving the preference is lower than or equal to the lowest bid of all bids received, the contract shall be awarded to that bidder receiving the preference. If no bids are received from bidders in the first category, or if the bid receiving the preference does not qualify for an

award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of bidders listed to determine if the bid qualifies for award. The priority of categories of bidders is:

- (1) Local business.
- (2) Resident business.

Proposals for Goods and Services. When proposals for the purchase of goods or services pursuant to Section 23 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. If the resulting score of that proposal receiving the preference is higher than or equal to the highest score of all proposals received, the contract shall be recommended to that proponent receiving the preference. If no proposals are received from proponents in the first category, or if the proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of proposals listed to determine if a proponent qualifies for award.

Qualifications for Resident Preference. No resident business or manufacturer, as defined, shall be given any preference in the awarding of contracts for furnishing goods or services to the city, unless it shall have qualified with the State Purchasing Agent as a resident business or manufacturer and obtained a certification number as provided in Section 13-1-22 NMSA 1978. The certification number must be submitted with its bid for an offeror to qualify for this preference. The Central Purchasing Office shall determine if a resident preference is applicable to a particular offer on a case by case basis.

Qualifications for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders/proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders/proponents with their bid or proposal to qualify for this preference.

Limitation. No offeror shall receive more than a 5% for resident and 10% for local preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and/or local preference(s). This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

New Mexico Resident Preference Number (If applicable) N/A

SPECIAL CONDITIONS

1. **GENERAL**
When the City's Purchasing Officer Issues a purchase order document in response to the vendor's bid, a binding contract is created.
2. **ASSIGNMENT**
Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.
3. **VARIATION IN SCOPE OF WORK**
No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.
4. **DISCOUNTS**
Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.
5. **TAXES**
The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.
6. **INVOICING**
 - (A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.
 - (B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.
7. **METHOD OF PAYMENT**
Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.
8. **DEFAULT**
The city reserves the right to cancel all or any part of this order without cost to the city if the vendor fails to meet the provisions for this order, and except as otherwise

provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. **NON-DISCRIMINATION**

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the President's Executive Order No. 11246 as amended.

10. **NON-COLLUSION**

In signing this bid or proposal, the vendor certifies he has not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

SPECIFICATIONS

'12/24/B

TECHNICAL SPECIFICATIONS FOR POLYELECTROLYTE (COMPOST) (Sludge Thickening Aids)

1. GENERAL

- 1.1 The purpose of these specifications are to define contractual terms, Evaluation procedures, and minimum performance criteria for purchase of Polyelectrolyte sludge thickening aids (polymer) to be used in the dewatering building at the compost facility at the City of Santa Fe Wastewater Management Division.
- 1.2 The estimated quantity of sludge to be processed during the forty eight-month contract term is estimated at 3,637 dry tons, weight basis (estimated at 883.75 dry tons per year). These quantities are not guaranteed, however, as they are based on historical operations and the best information available.

2. TERM OF CONTRACT AND RENEWAL CONDITONS

- 2.1 The initial term of the polymer contract is twelve months and can be extended for an additional period of three (3) years, not to exceed four years. The City of Santa Fe reserves the right during the twelve-month periods to purchase small quantities of other thickening aids for evaluation purposes.
- 2.2 The contract will be bid at a fixed unit price and shall be effective for twelve months and can be extended for an additional three (3) twelve-month periods from the date the contract is awarded.
- 2.2a The unit price will include all handling, shipping, and delivery costs for that twelve-month period. If the contract is renewed for an additional twelve months, the Supplier will be allowed extra shipping costs incurred during the second, third or fourth twelve-month period. The extra costs allowed must be documented by the Supplier and approved by the City. No extra cost will be passed on for recovery of shipping cost increases during the first twelve-month period. During the renewal period, if any, shipping cost increased, the additional cost will be paid on a per load basis.
- 2.3 Continued use of the polymer selected per this bid is contingent upon continued performance in compliance with the minimum specifications outlined herein and in accordance with the bid award and initial performance test results. If for any reason performance of this product degrades, the City reserves the right to cancel this contract. However, the polymer Supplier will receive notification not less than two weeks prior to contract cancellation, and will have the opportunity to troubleshoot and make suggestions regarding obtaining satisfactory performance.
- 2.4 The City will make reasonable efforts to comply with the Supplier's suggestions but reserves the right to make the ultimate determination about product effectiveness and contract cancellation, if required. Contract cancellation will be effected two weeks from the date of written notice unless the City withdraws the cancellation notice.

3. PROCESS DESCRIPTION

stock solution-batching tank equipped with a drum impeller mixer. The stock polymer solution is transferred to the poly unit using a controlled metering pump. Drive speed and stroke, control the flow rate and is calibrated to mls per minute. The stock solution is diluted with potable water and combined with Waste Activated Sludge (WAS) prior to discharging to the DAF. One Polymaster unit is supplied for both DAF units. The City operates 3 Dissolved Air Flotation/Thickeners during the warmer months and 2 during the colder months.

4. POLYELECTROLYTE

- 4.1 The polyelectrolyte (polymer) provided shall be a commercially available liquid polymer specifically designed and recommended for conditioning waste activated sludge prior to its thickening by DAF. The polymer supplied shall contain a minimum of 45% active product and shall be completely compatible with the existing storage and feed equipment. Products requiring additional or modified, storage and feed equipment will not be used.
- 4.2 Minimum product storage life shall be 3 months.
- 4.3 ~~The polymer shall be supplied directly by manufacturer engaged in the production and supply of this type of product.~~ The manufacturer has to be ISO 9002 compliant and accompanied with the bid package. The bidder is required to demonstrate to the City that the product he is proposing has a successful application record at other similar facilities in the United States. The bidder is required to provide, with his bid, the name of contact persons for two or more references who can report on the successful use of this product, under identical conditions. Failure to do so shall be grounds for disqualification of the bid.
- 4.4 All bidders are required to make a pre-bid site visit and conduct testing with plant sludge to assure themselves that they can meet or exceed all requirements for delivery and application. Failure to make a pre-bid site visit and conduct testing may be grounds for disqualification of bid. Any exceptions to 4.4 have to be approved by plant superintendent in writing and be included in bid.
- 4.5 The manufacturer must offer technical support when required by the City of Santa Fe on their product.

6. BID EVALUATION PROCEDURE

- 6.1 It shall be the polymer Supplier's responsibility to supply a polymer that will meet the minimum performance criteria stated. Award of contract for the twelve months polymer supply may be on the basis of the lowest price bid per dry ton of sludge. Performance stated on bid shall be demonstrated at the Santa Fe Wastewater Treatment Plant prior to award of the contract and shall be in compliance with the minimum criteria specified herein.
- 6.2 Upon notification by the City, the bidder shall deliver a three-day supply of polymer within seven days of notification. The polymer shall be of the same content and type as identified on the bid data sheet. The City will evaluate the polymer performance per the criteria stated above. The polymer manufacturer shall provide the full time services of an experienced representative, to monitor the product evaluation. The evaluation, however, will be performed over the three-day period stated above, under the supervision and operation of the City's personnel. All bidders will be required to use the polymer for a period of three days and will have to schedule this period with the Superintendent or Assistant Superintendent. All bidders will be responsible to maintain and repair any

days and will have to schedule this period with the superintendent or assistant superintendent. All bidders will be responsible to maintain and repair any damage done to the equipment and insure compatibility with existing polymer residual that might pose a problem.

- 5.3 The Compost Dewatering Facility shall be operated under representative normal conditions and the effectiveness of the bid polymer shall be evaluated over a period of three days. The digested sludge, fed to the belt presses will vary in solids concentration depending on actual operating conditions between 2.5% and 3.1% solids, 1.6% to 2.25% volatile. Sludge temperatures from the storage tanks range from 1°C to 28.5°C, depending on time of year and operating conditions. Sludge feed rate to the belt presses vary between 73 and 125 gpm/unit. Typical feed rate will be 125 gpm/unit. Test results will be based on composite daily samples. No samples will be taken during the first hour after start up. The solids concentration of the thickened sludge must average 15% +/- 1% total solids with a minimum solids capture rate of 95% for the test period. One (1) gallon of polymer must treat the minimum of 1300 gallons of digested sludge. Product sludge concentration achieved through higher polymer dosages shall not be considered for award of bid. At the prescribed dosage, the polymer being tested must not be harmful to microscopic organisms.
- 5.4 If during the testing period, the bidder meets all minimum performance criteria then the City shall pay for a three-day supply of polymer at the bulk price quoted. However, if the polymer does not meet the performance criteria, the bid shall be considered non-responsive, automatically rejected, and no payment shall be made to the bidder. A new purchase order will be issued to the second bidder and the evaluation procedure will be repeated.
- 5.5 The described sequence shall be repeated until a bidder is found who satisfactorily meets the criteria specified herein.
- 5.6 The City reserves the right to make minor adjustments to the bid evaluation procedure, when to do so is not prejudicial against any bidder and is likely to result in enhanced economy of operation. For example, if a product is bid which must be applied at a rate greater than 1 gallon of polymer to treat the minimum of 1300 gallons of digested sludge, but which costs much less per pound than other polymers which must be applied at a rate of 1 gallon of polymer, such a bid would be considered, paragraph 5.3 notwithstanding.

6. DELIVERY CONDITIONS

- 6.1 Upon verification of performance, the contract shall be awarded to the selected bidder meeting all criteria. Polymer deliveries will be made in 2300 pound totes, F.O.B. destination. The City shall assist the polymer supplier in transferring the polymer from the delivery vehicle to the Compost Dewatering Building polymer storage area, located at the City of Santa Fe Wastewater Management Division, 73 Paseo Real, Santa Fe, New Mexico 87507.
- 6.2 Delivery shall be made between the hours of 7:30 A.M. to 2:30 P.M. Monday through Friday excluding holidays. The City will refuse payment of any standby or delivery charges. The net polymer delivery weight will be used for payment purposes. Certified totes net and gross weights shall be supplied to the City with each delivery. Failure to do so shall be grounds for rejection of delivery and cancellation of the contract. The number of 2300 pound totes times the certified net weight per tote shall be used to determine the net weight of the product

delivered. The supplier shall provide a detailed description of the method of determining certified net tote weight with his/her bid.

- 6.3 The City reserves the right to verify certified delivery weights and compliance with technical specifications. If delivered weights or other product characteristics do not comply with certified weights and contract specifications, the City reserves the right to adjust payments accordingly and cancel the contract.

7. SUBMITTAL OF DATA

- 7.1 Using the forms attached, the following data shall be submitted with each bid in order for the bid to receive any consideration for the award of the contract.
- (1) At least two references of individuals responsible for successful identical applications shall be supplied with this bid proposal. The references shall include the name and telephone number of a person or persons. Lack of references or the submittal of unsatisfactory reference statements will result in disqualification of the bid. References shall be notified in advance by the polymer bidder that they will be contacted by the City of Santa Fe.
- (2) The active content of the polymer shall be stated. Products with active components less than 45% may be disqualified at the discretion of the City of Santa Fe.

8. PAYMENT

- 8.1 Payment for polymer deliveries will normally be made within three weeks of receipt of the invoice. To expedite payment, a copy of the invoice should be mailed to :

Wastewater Management Division
Treatment Facility
Loni Martinez, (505) 955-4620
73 Paseo Real
Santa Fe, NM 87507

This person should also be contacted regarding any questions concerning payment.

- 8.2 Payment for a polymer delivery will be calculated based on the weight of the polymer delivered as follows:

Payment = Bid Unit Price x Weight delivered
*Lb.
*(Net weight per tote x number of totes delivered)

9. CONTACT

Suppliers having any question regarding these specifications or to set up an appointment for bench testing should contact:

Luis G. Orozco, Wastewater Management Division Treatment Plant Superintendent,
(505) 955-4615 or Sherman W. Bilbo, Wastewater Management Division, Assistant Superintendent, (505) 955-4681.

EXCEPTIONS

None

REFERENCES

Municipality/User
Contact Person
Phone Number

Buffalo Sewer Authority
Michael Letina
(716) 883-1820, Ext. 285

Municipality/User
Contact Person
Phone Number

City of Austin
Ken Lockard
(512) 972-1953

- 3.1 The polymer batching system consists of a liquid polymer feed system, Veloblend, manufactured by Velodyne Velocity Dynamics. Liquid polymer is pumped from a 2300 lb tote. The stock polymer solution is transferred to the poly unit using a controlled metering pump and can be controlled at the control panel in percent increase next to belt press. The stock solution is diluted with potable water and combined with sludge from the storage tanks prior to being pumped onto top of belt press. One Veloblend unit to each of the belt presses. The City of Santa Fe can operate 2 - 2 meter belt presses with a mesh count of 64 x 24 and fiber thickness of 360 CFM.
4. POLYELECTROLYTE
- 4.1 The polyelectrolyte (polymer) provided shall be a commercially available liquid polymer specifically designed and recommended for conditioning digested sludge prior to going on belt press. The polymer supplied shall contain a minimum of 45% active product and shall be completely compatible with the existing storage and feed equipment. Products requiring additional or modified, storage and feed equipment will not be used.
- 4.2 Minimum product storage life shall be 3 months.
- 4.3 ~~The polymer shall be supplied directly by manufacturer engaged in the production~~ and supply of this type of product. The manufacturer has to be ISO 9002 compliant and accompanied with the bid package. The bidder is required to demonstrate to the City that the product he/she is proposing has a successful application record at other similar facilities in the United States. The bidder is required to provide, with his/her bid, the name of contact persons for two or more references who can report on the successful use of this product, under identical conditions. Failure to do so shall be grounds for disqualification of the bid.
- 4.4 All bidders are required to make a pre-bid site visit and conduct testing with plant digested sludge to assure themselves that they can meet or exceed all requirements for delivery and application. Failure to make a pre-bid site visit and conduct testing may be grounds for disqualification of bid. Any exceptions to 4.4 have to be approved by plant superintendent or assistant superintendent in writing and be included in bid.
- 4.6 The manufacturer must offer technical support when required by the City of Santa Fe on their product.
5. BID EVALUATION PROCEDURE
- 5.1 It shall be the polymer Supplier's responsibility to supply a polymer that will meet the minimum performance criteria stated. Award of contract for the twelve months polymer supply may be on the basis of the lowest price bid per dry ton of sludge. Performance stated on bid shall be demonstrated at the Santa Fe Wastewater Treatment Plant prior to award of the contract and shall be in compliance with the minimum criteria specified herein.
- 5.2 Upon notification by the City, the bidder shall deliver a three-day supply of polymer within seven days of notification. The polymer shall be of the same content and type as identified on the bid data sheet. The City will evaluate the polymer performance per the criteria stated above. The polymer manufacturer shall provide the full time services of an experienced representative, to monitor the product evaluation. The evaluation, however, will be performed over the three-day period stated above, under the supervision and operation of the City's personnel. All bidders will be required to use the polymer for a period of three

City of Santa Fe

CERTIFICATE OF SITE INSPECTION

This certificate pertains to Request for Bid Number, and must be completed by all vendors making an offer in response to this Request.

STATEMENT BY VENDOR

I hereby certify that I have conducted an on-site inspection related to the requirements contained within this Request and the inspection was conducted at the location of the Santa Fe Wastewater Treatment Plant, 73 Paseo Real, Santa Fe, New Mexico 87507.

VENDOR: Polydyne Inc.

VERIFICATION BY CITY EMPLOYEE:

Rick Johnson
Typed/Printed Name

Luis Orozco
Typed/Printed Name

Rick Johnson
Signature

Luis Orozco
Signature

May 9, 2012
Date of Site Inspection

5/21/12
Date of Verification

ARRANGEMENTS FOR SITE INSPECTION:
To make arrangements for site inspection, vendors are to call:
Luis Orozco (505) 955-4615

WAIVER

In lieu of an on-site inspection, I hereby waive my right to conduct an on-site inspection, however, I fully understand and realize that failure to conduct an on-site inspection shall not constitute relief from any responsibility for estimating properly the difficulty or cost related to successfully performing the required work. I further understand that I will be responsible for any excess costs resulting from failure to estimate accurately and failure to conduct an on-site inspection may result in the rejection of my offer.

Print of Typed Name Signature Date

Title Name of Company

FAILURE TO RETURN THIS FORM, COMPLETED AND SIGNED, WITH YOUR BID MAY CAUSE YOUR BID TO BE CONSIDERED NON-RESPONSIVE.

CITY OF SANTA FE
BID FORM
BID # '12/24/B

EXCEPTIONS TO SPECIFICATIONS

Bidder is required to return two (2) complete copies of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

- a. All specifications, terms and conditions are met.
b. Exceptions have been taken and noted on attached sheet (s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. City staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the bidder warrants that there was no collusion of any kind in submission of this bid.

WARRANTIES

Warranty required for material and workmanship for minimum of one year unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory delivery of equipment from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

State name, address and phone number of nearest authorized maintenance representative:

Rick Johnson, Senior Technical Sales Representative

30 Pale Dawn, The Woodlands, TX 77381

PH: (281) 630-4591

DELIVERY

Bids shall include all costs of delivery to the City of Santa Fe, the specific location to be as designated by City staff. Unit shall be completely operational and ready for use.

Date of delivery after notice to proceed:

7 - 14 calendar days.

Bidder SHALL INCLUDE descriptive material such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

PRICE PER POUND: \$1.12/Lb.

TOTAL BID AMOUNT FOR 78,200 LBS PER YEAR: \$87,584.00

The City reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the bidder must note the percent increase for lesser quantities.

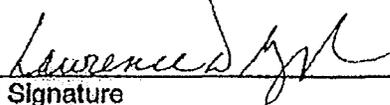
BIDDER'S:

Polydyne Inc.

Firm

One Chemical Plant Road, Riceboro, GA 31323

Address



Authorized Signature

Lawrence D. Grizzle

Print Name

Business Manager

Position

(912) 880-2035

Phone Number

(912) 880-2078

Fax Number

May 21, 2012

DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): N/A
TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

**INSTRUCTIONS RELATING TO
LOCAL PREFERENCE CERTIFICATION FORM**

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror must complete and submit the local preference certification form with its offer. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.
2. **Local Preference precedence over State Preference:** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Principal Office and location must be stated:** To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.
4. **Subcontractors do not qualify:** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
5. **Definition:** The following definition applies to this preference.

A local business is an entity with its Principal office and place of business located in Santa Fe County.

A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents. A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

Additional Documentation: If requested a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

Not Applicable

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Principal Office: _____
Street Address City State Zip Code

City of Santa Fe Business License # _____ (Attach Copy to this Form)

Date Principal Office was established: _____ (Established date must be six months before date of Publication of this RFP or RFB).

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ Date: _____

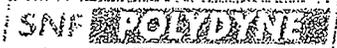
Subscribed and sworn before me by _____ this _____, day of _____

My commission expires _____

Notary Public

SEAL

YOU MUST RETURN THIS FORM WITH YOU OFFER



Warranty Statement

Polydyne Inc. is dedicated to providing our customers with quality material on a timely basis. If at any time there are questions about Polydyne Inc. products, please contact one of the Polydyne Inc. representative listed below:

Rick Johnson, Senior Technical Sales Representative

Tel: (281) 630-4591

Email: rjohnson@polydyneinc.com

Tom Whitaker, Regional Sales Manager

Tel: (940) 390-2186

Email: twhit6247@aol.com

Customer Service:

Monday- Friday * 8:00 a.m. – 5:00 p.m.

Ylonda Bailey, Ext. 8722 or 3633

Toll Free: (800) 848-7659

Email: YlondaB@snfhc.com

Bids & Contracts Department:

Randal Vickery, Bid Coordinator

Tel: (912) 880-2035

Email: PolyBiddpt@snfhc.com

Fax: (912) 880-2078



DNV BUSINESS ASSURANCE MANAGEMENT SYSTEM CERTIFICATE

Certificate No. CERT-02248-2006-AQ-HOU-RvA

This is to certify that

Chemtall, Inc.
DbA
(SNF Holding)
at

1 Chemical Plant Road, Riceboro, GA 31323 USA

has been found to conform to the Management System Standard.

ISO 9001:2008

This Certificate is valid for the following product or service ranges

**Design, Production and Sale Of Polyacrylamide
and Related Polymers and Monomers**

Initial Certification date:

April 22, 1996

This Certificate is valid until:

February 11, 2015

*The audit has been performed under the
supervision of*

Don Burak
Lead Auditor



Place and date.

Houston, Texas, February 11, 2011

for the Accredited Unit:

DNV CERTIFICATION B.V.,
THE NETHERLANDS

Rudy Frueboes
Management Representative

Lack of fulfillment of conditions as set out in the Certification Agreement may render this Certificate invalid.

DET NORSKE VERITAS CERTIFICATION B.V. ZWOLSEWEG 1, 2994 LB BARENDRICHT, THE NETHERLANDS, TEL. +31 10 2922 688 WWW.DNVBA.COM



CLARIFLOC C-9555 POLYMER

PRINCIPAL USES

CLARIFLOC C-9555 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
Density	8.4 - 8.6 lbs/gal
Cationicity	80 %
Active Polyacrylamide Min.	45 %
Viscosity (0.5% Sol'n)	700-900 cPs
Freezing Point	7 F. (-14 C.)
Flash Point	>200 F. (>93 C.)

PREPARATION AND FEEDING

CLARIFLOC C-9555 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	45.5 - 52.5 %
Residual AcAm	< 1000 ppm
Net Viscosity	500 - 2000 cPs
UL Viscosity	2.2 - 3.2 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 C-9555, sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

SAFETY INFORMATION

CLARIFLOC C-9555 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 Chemtree anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC C-9555 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

ALL STATISTICAL INFORMATION AND DATA GIVEN HEREIN ARE BELIEVED TO BE ACCURATE AND PRACTICABLE BUT ARE PRESENTED WITHOUT GUARANTEE OR WARRANTY OF PERFORMANCE BY OR ANY BODY EXPRESSED OR IMPLIED STATEMENTS OR SUGGESTIONS CONCERNING POSSIBLE USE OF OUR PRODUCTS ARE MADE WITHOUT REPRESENTATION OR WARRANTY THAT ANY SUCH USE IS FREE OF PATENT INFRINGEMENT AND ARE NOT RECOMMENDATIONS TO INFRINGE ON ANY PATENT. THE USER SHOULD NOT ASSUME THAT ALL SAFETY MEASURES ARE INDICATED OR THAT OTHER MEASURES MAY NOT BE DESIRED.

EXCEPT FOR POLYDYNE INC.

MATERIAL SAFETY DATA SHEET

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REVISION DATE:	05/30/2008
PRINT DATE:	07/16/2008

1. IDENTIFICATION OF THE PRODUCT AND THE COMPANY

CLARIFLOC C-9555 POLYMER

Supplier :

POLYDYNE INC.

PO Box 279

Riceboro, Georgia 31323

Tel : 800-848-7659 Fax : 912-884-8770

2. COMPOSITION/INFORMATION ON INGREDIENTS

Identification of the preparation :

Cationic water-soluble polymer in emulsion.

3. HAZARDS IDENTIFICATION

Aqueous solutions or powders that become wet render surfaces extremely slippery

4. FIRST AID MEASURES

Inhalation :

Move to fresh air.

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

Special fire-fighting precautions :

Spills produce extremely slippery surfaces.

Protective equipment for firefighters :

No special protective equipment required.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions :

No special precautions required.

Environmental precautions :

Do not contaminate water.

CLARIFLOC C-9555 POLYMER

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Methods for cleaning up : Do not flush with water. Dam up. Soak up with inert absorbent material. If liquid has been spilled 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 : 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 controls : Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Personal protection 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.
 - **Skin protection :** Chemical resistant apron or protective suit if splashing or 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 :	4 - 9 @ 5 g/l for product series. See Technical Bulletin for specific value.
Flash point (°C) :	Does not flash
Autoignition temperature (°C) :	Does not ignite
Vapour pressure (mm Hg) :	0.13 @ 20°C
Bulk density :	See Technical Bulletin
Water solubility :	See Technical Bulletin

CLARIFLOC C-9555 POLYMER

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PRINT DATE:	07/18/2008

Viscosity (mPa s) :

See Technical Bulletin

10. STABILITY AND REACTIVITY

- Stability :** Product is stable. No hazardous polymerization will occur.
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

- Oral : LD50/oral/rat > 5000 mg/kg
- Dermal : The results of testing on rabbits showed this material to be non-toxic even at high dose levels.
- 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

Ecotoxicity:

The product is rapidly eliminated from the aquatic medium through irreversible adsorption onto suspended matter and dissolved organics.

- Fish : LC50/Danio rerio/96 hr > 10 - 100 mg/L (OECD 203)(Based on the toxicity of the components using the Conventional Method.)
LC50/Fathead minnows/96h > 10 mg/L (OECD 203)
- Algae : Algal inhibition tests are not appropriate. The flocculating characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.

CLARIFLOC C-9555 POLYMER

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- *Daphnia* : EC50/*Daphnia magna*/48 hr > 50 mg/L (OECD 202)(Based on the toxicity of the components using the Conventional Method.)

Environmental fate:

The aquatic toxicity is highly mitigated by the presence of dissolved organic carbon in the water. Results obtained using the US EPA "Dirty Water" test show that irreversible adsorption onto suspended matter and dissolved organics (such as humic and other organic acids) present in natural waters, reduces the toxicity to aquatic organisms by a factor of over 10

Bioaccumulation : Does not bioaccumulate.

Persistence / degradability : Not readily biodegradable

13. DISPOSAL CONSIDERATIONS

Waste from residues / unused products : In accordance with federal, state and local regulations.

Contaminated packaging : 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 regulations.

14. TRANSPORT INFORMATION

Not regulated by DOT, IATA, IMDG.

15. REGULATORY INFORMATION

All components of this product are on the TSCA and DSL inventories.

RCRA status : Not a hazardous waste.

Hazardous waste number : Not applicable

Reportable quantity (40 CFR 302) : Not applicable

Threshold planning quantity (40 CFR 355) Not applicable

California Proposition 65 information : *The following statement is made in order to comply with the California Safe Drinking Water and Toxic Enforcement Act of 1986: This product contains a chemical(s) known to the State of California to cause cancer : residual Acrylamide*

CLARIFLOC C-9555 POLYMER

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HMIS & NFPA Ratings	HMIS	NFPA
Health :	1	1
Flammability :	1	1
Reactivity :	0	0
Personal Protection/Special :	13	

16. OTHER INFORMATION

Person to contact : Regulatory Affairs Manager

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