

NOTICE TO BIDDERS

DATE: October 2, 2017

BID NUMBER: RFB #18-05 Dewatering Polymer for HARRF Unit Price Bid

Notice is here given that the City of Escondido, hereinafter referred to as "City", is seeking bids from interested and qualified vendors for the supply and delivery of Dewatering Polymer for the City's Wastewater Treatment Plant, Hale Avenue Resource Recovery Facility, hereinafter referred to as "HARRF". Bidders shall sign and return one original bid plus one complete copy for the City's Evaluation Team to review. Bids shall be submitted in a sealed envelope labeled "**Request for Bid #18-05, Dewatering Polymer for HARRF Unit Price Bid**". Bids shall be mailed or hand delivered to the City of Escondido, Attn: Yvonne Trabue, Purchasing Supervisor, 201 N Broadway, Escondido, CA 92025, on or before the closing date and time. Electronically submitted bids shall not be accepted. All submitted bids shall become public record upon their delivery to the City. **Any bids received after the closing date and time will be returned unopened to the bidder.**

BID CLOSING DATE: November 6, 2017 **TIME:** 2:00 p.m.

BID CLOSING LOCATION: City of Escondido
Purchasing Division
Finance Conference Room
201 North Broadway
Escondido, CA 92025

MANDATORY PRE-BID CONFERENCE

The City will conduct a Mandatory Pre-Bid Conference on Thursday, October 12, 2017 at 9:00 a.m. at the HARRF located at 1521 S. Hale Ave., Escondido, CA 92029. Please register your attendance in the lobby.

Prospective bidders should carefully review this solicitation for defects and questionable or objectionable matter. Questions or comments concerning this RFB must be submitted solely via email to Yvonne Trabue, Purchasing Supervisor at ytrabue@escondido.org no later than 2:00 p.m. on Oct. 18, 2017. Emails must be clearly referenced as **RFB #18-05 Dewatering Polymer for HARRF Unit Price Bid**. A summary of questions from prospective bidders and City responses will be posted by RFB number on the City's website at www.escondido.org by 2:00 p.m. on Oct. 25, 2017. Any questions or comments received after Oct. 18, 2017 will be disregarded.

Sincerely,

Yvonne Trabue
Purchasing Supervisor

THE CITY OF ESCONDIDO ENCOURAGES THE PARTICIPATION OF LOCAL BUSINESSES AND
DISABLED VETERAN BUSINESS ENTERPRISES

CITY OF ESCONDIDO

BID SPECIFICATIONS

Introduction

The City of Escondido is seeking **unit price bids** for Dewatering Polymer for the HARRF.

Bids will be analyzed and the award made to the lowest and most responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered.

Quantities

The quantity listed in this request for bid is an **estimated annual** purchase quantity. This quantity may fluctuate up or down, during the contract year. The City is not obligated to order or accept more than the City's actual requirements during the contract year.

Prices

Bid price must include delivery/freight fee (**Free on Board**) and applicable state and federal taxes to the following facility:

Facility

City of Escondido Wastewater Treatment Plant
Hale Avenue Resource Recovery Facility (HARRF)
1521 South Hale Avenue
Escondido, CA 92029-3052

Contact Person

Paul Prieto
(760) 839-6290 x7101

Price shall not be based on minimum quantities. The City requires firm prices from the contract commencement date through June 30, 2019. If the successful bidder intends to revise its pricing after the second fiscal year, changes shall be made at the beginning of the new contract period and only upon written notice provided at least (180) days prior to the price change. Price increase may not, under any circumstances, exceed three percent (3%) of the original contract price. No retroactive contract price adjustments will be allowed.

CITY OF ESCONDIDO GENERAL PROVISIONS

PLEASE READ CAREFULLY
THESE PROVISIONS ARE A PART OF YOUR BID AND CONTRACT

Pursuant to the Notice to Bidders advertised in the official City newspaper, the specification requirements and General Provisions are on file with the City, and are subject to all provisions of the Ordinances of the City of Escondido. The person signing the bid further warrants that this bid is genuine and non-collusive, or made in the interest of any person, firm or corporation. A non-collusion affidavit shall be properly completed and returned with the bid documents.

In submitting this bid, the bidder agrees that:

- Bidder has carefully examined the specifications and all provisions relating to the items to be furnished, or the work to be done, and understands the meaning of the requirements, and agrees to the same.
- Bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified, and strictly conform to the City of Escondido specifications.

1. PRICES

All prices and notations must be in ink or typewritten. Changes or corrections may be crossed out, typed or written in ink, and must be initialed in ink by the person signing the bid. In the event of a conflict between bidder's unit price and extended price, the unit price will prevail.

2. SIGNATURE

All bids must be notarized and signed in the name of the bidder and must bear the original signature in longhand of the persons duly authorized to bind the company. Obligations assumed by such signature must be fulfilled.

3. MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified, corrected, or withdrawn PRIOR to the exact hour and date of the bid opening. Bid modifications, corrections, or withdrawals are not permitted AFTER the exact hour and date of the bid opening.

4. LATE BIDS

If bids are received after the exact hour and date of the bid opening, those late bids will be rejected and returned to the bidder unopened.

5. NO BIDS

If a no bid is submitted, the bid response should be clearly marked as “NO BID”. If a bidder fails to respond to the bid, the Purchasing Supervisor reserves the right to delete the bidder from the City’s vendor file.

6. EXPIRATION OF BID

All bids shall be considered as firm for a period of ninety (90) calendar days, commencing the day following the date of bid opening and expiring at midnight of the last day unless otherwise stated in the body of the solicitation.

7. AWARD OF CONTRACT

- a. Bids will be analyzed and the award made to the lowest, most responsive and responsible bidder whose bid conforms to the solicitation.
- b. The City reserves the right to reject any item or items therein, to waive any informalities technical defects and minor irregularities in bids received, and to select the bid(s) deemed most advantageous to the City. The City will, however, consider bids submitted on an “all or nothing” basis if the bid is clearly designated as such.
- c. The City reserves the right to award one or more contracts on the bids submitted whether by award of all items to one bidder or by award of separate items or groups of items to various bidders unless the bidder clearly specifies otherwise in the bid.
- d. Acceptance by the City of Escondido of the bid, proposal, or quote and the issuance of a purchase order to the successful bidder within the time specified shall be deemed to result in a binding contract without further action required by either party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and drawings contained in the complete contract.

8. TERMINATION FOR CONVENIENCE

The Purchasing Supervisor, by thirty (30) day written notice, may terminate this contract in whole or in part when it is the best interest of the City. If this contract is for supplies and is so terminated, the bidder shall be compensated in accordance with any reasonable costs to the point of notification of termination, but shall not be compensated for lost profits. Should this contract be for services and is terminated, the City shall be liable only for payment in accordance with the payment provisions of this contract for the actual services rendered to the effective date of termination.

9. TERMINATION FOR DEFAULT

- a. The City of Escondido may by written notice of default to the successful bidder (subject to the provisions of paragraph (9c) below) terminate the whole or any part of this contract in any one of the two following circumstances:
 - (1) If the successful bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

- (2) If the successful bidder fails to perform any of the other provisions of this contract, or fails to make progress so as to endanger performance of this contract, and if the successful bidder does not cure such failure within a period of ten (10) calendar days, City may terminate this contract.
- b. In the event the City terminates this contract in whole or in part, as in paragraph (a), the City may procure, upon such terms and in such manner as the Purchasing Supervisor may deem appropriate, supplies and services similar to those so terminated. The successful bidder shall be liable to the City for any excess costs for such similar supplies or services provided. The successful bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- c. The successful bidder shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the successful bidder or its agent. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather. However, in every case the failure to perform must be beyond the control and without the fault or negligence of the successful bidder.

10. BID PROTEST

Any bid protest for city purchases of supplies and equipment must be made in writing to the Purchasing Supervisor five (5) business days prior to the day of such matter comes before City Council for bid award. The Purchasing Supervisor will notify the City Council of the facts and circumstances regarding the bid protest. The City Council will hear and determine the bid protest prior to the bid award; and may continue the matter to obtain additional information as the City Council deems necessary, or may determine the final decision of the bid award.

11. PURCHASE ORDER

All goods and services will be ordered by means of a purchase order. The City will NOT be responsible for articles or services furnished without a purchase order. All payments made pursuant to this contract are not assignable and shall only be made payable to the successful bidder. A copy of the City's Purchase Order Terms and Conditions is included as "Attachment A" to this RFB.

12. TERMS

Payment will be made in full at the agreed prices, after acceptance by the City of each delivery. The City intends to award a contract to the successful bidder to begin on the date of City Council approval of bid award through June 30, 2019. Bid prices are to be firm from the contract commencement date through June 30, 2018 and July 1, 2018 through June 30, 2019. With satisfactory performance and mutual agreement between the City and the successful bidder, the City has the option to extend the bid on an annual basis not to exceed a total of five (5) consecutive years. The three (3) one-year contract extension renewal options will begin July 1, 2019 through June 30, 2020, July 1, 2020 through June 30, 2021, and July 1, 2021 through June 30, 2022. The City may negotiate pricing with the successful bidder for the renewal year options. The contract renewal options are conditional upon budget appropriations and satisfactory performance by the bidder.

13. FIRM PRICES AND PRICE ADJUSTMENTS

Prices on bid shall be firm prices not subject to escalation. In the event the specifications provide for escalation, the maximum limit shall be shown, or the bid shall not be considered. In the event of a decline in market price(s) below the price(s) bid, the City shall receive the benefit of such decline.

Manufacturer's general price increases to the trade or industry may be passed on to the City. Prices bid must be firm for the first sixty (60) days on an annual agreement, with a thirty (30) day notification of any price increases thereafter. If any price increase occurs, there will be a one (1) week, or one time, order protection provided at the last effective price. All price increases or notices must be in writing not only by the vendor but also the manufacturer. The City reserves the right NOT to accept the request.

14. EXPERIENCE

Bidders must have a minimum of three (3) years of satisfactory performance under at least three (3) different contracts similar in size to the proposed contract.

Bidder shall provide a list of three (3) public agency references including agency names, contact persons, phone numbers and email addresses to demonstrate a minimum of three (3) years of satisfactory performance supplying wastewater treatment chemicals of equal or greater capacity to that of the City.

15. SAMPLES OR SPECIMENS

Bidders must provide a one-liter sample so that the City may determine suitability and feed rates. **Bidders must call the HARRF at 760-839-6290 between 12:00 noon on October 12, 2017 and 3:00 p.m. on October 18, 2017 to schedule an allotted time for testing. If bidders fail to provide their samples and fail to schedule a testing appointment, the City will not accept their bids.**

The City reserves the right to reject bids submitted without the required samples for test specimens. Samples or test specimens of items, when required, must be furnished free of expense to the City. If samples are not destroyed by tests, these can, upon request, be returned to the bidder at the bidder's expense. Samples or test specimens gathering, transportation, shipping, and certified laboratory analysis may be required at the bidder's expense. If the bidder refuses or neglects to perform the required analysis, the City will perform or have a certified laboratory perform the analysis at the bidder's expense.

16. REMOVAL AND REPLACEMENT OF DEFECTIVE MATERIALS

The successful bidder shall remove and replace, at bidder's own expense, any defective material that has been provided. If the successful bidder refuses or neglects to replace such defective material, it shall be replaced by the City at the successful bidder's expense.

17. DELIVERY

Deliveries shall be shipped FOB delivered to all City treatment plants listed above. The successful bidder shall furnish all fittings necessary to connect to City storage facilities. Delivery trucks must be equipped with compressed air for unloading if required for that product. Shipments will be received only on weekdays between the hours of 7 a.m. and 2 p.m. Deliveries will not be accepted, unless specified otherwise, by the City, on weekends and holidays. Any exception to this requirement must be approved by the Plant Superintendent (or his designated representative) prior to the delivery.

A list of the trucking carriers may be required for the City's approval. The trucking carriers are to supply all their own hoses and attachments required for proper chemical unloading. The successful bidder will be responsible for any and all damages resulting from delivery of the materials.

Deliveries will be made by the following methods:

- a. AS NEEDED:
When the City specifies quantities required on an as needed basis, deliveries will be made within five (5) working days after receipt of order.
- b. ADVANCE ORDERS:
When the City specifies quantities required in advance, this would be delivery dates beyond the five (5) day period established in the AS NEEDED section. The date the orders are placed is the order date and the dates required for delivery are the delivery dates.

18. REJECTION OF DELIVERIES

The City reserves the right to reject any delivery which does not conform to the chemical specifications; or if after inspection by on-site City personnel, the truck, hose, or product is determined to be contaminated.

19. FAILURE TO DELIVER ON THE REQUIRED DATE

A required delivery is as follows:

- a. The material is delivered to the required site on the required date.
- b. The material is unloaded between the hours of 7 a.m. and 2 p.m.
- c. All other requirements are met in the general chemicals specifications and the individual chemical specifications.
- d. The required quantity of material is delivered.

The requested chemical deliveries are critical and essential to the treatment processes, if a required delivery is not made on the delivery date, the City at its discretion may cancel the contract.

The City, at its discretion, may cancel any or all of the required deliveries five (5) working days before the scheduled delivery date.

20. CONDITION OF CARGO TRAILERS

All cargo trailers and appurtenant valves used for chemical deliveries shall be in good mechanical order and shall be in full compliance with the applicable requirements of the Hazardous Materials Regulations of the Department of Transportation, Code of Federal Regulations, as currently issued. Wash down certificates are required for non-dedicated tankers.

21. EMERGENCY REQUIREMENTS

The successful bidder must provide the HARRF with an Emergency Response Spills Procedure Manual prior to the FIRST DELIVERY.

22. SAFETY REQUIREMENTS

The truck driver shall wear the appropriate protective face and body apparel as required by the California Occupational Safety and Health Act, the San Diego County Hazardous Material Business Plan, and the California State Department of Agriculture.

Upon arrival at the City facility, the truck driver shall present to the on-site City personnel the following items before unloading the product from the truck:

ALL DOCUMENTS MUST BE LEGIBLE

- a. Contractor's shipping invoice
- b. Weighmaster's Certificate of Weight and Measure
- c. A copy of the washout tag for the load
- d. Sample of the delivered product
- e. Affidavit of Compliance, if required
- f. A copy of Material Data Safety Sheets with each shipment.
- g. Emergency Response Spills Procedure Manual
- h. Wash down certificate

23. ATTORNEY FEES

In the event that the City should prevail in any litigation brought by either party to this bid to enforce any provisions of this bid, the successful bidder shall pay to the City the cost and attorney fees incurred pursuant to said litigation.

This bid is governed by the laws of the State of California. Venue for all actions arising from this contract must be exclusively in the state or federal courts located in San Diego County, California.

24. HOLD HARMLESS

The successful bidder shall indemnify and hold harmless the City and its officers, employees and agents from all liability or claim of liability arising by reason of injury or damage to persons (including death) and or property occurring as a result of work done pursuant to the terms of this contract.

25. BRAND NAME

Whenever a reference to a specific brand name is made in this Request for Bid, it is to be construed as a specification which describes a component that has been tested or evaluated by the City as best meeting the specific operational, design, performance, maintenance, quality or reliability standards as required by the City. An equivalent or "equal" may be offered by the bidder, subject to testing and evaluation at the option of the City prior to bid award.

The City reserves the sole right to reject a substituted component that will not fulfill the requirements. It shall be the sole responsibility of the bidder to provide at bidder's expense any product information, test data, and other information or documents the City may require to fully evaluate or demonstrate the acceptability of the offered substitute. Where appropriate, independent testing or evaluation at qualified test facilities, at bidder's expense, including destructive testing, may be required as a condition of acceptance.

26. LIABILITY INSURANCE

The successful bidder shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney.

- (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
- (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 7(b) below; and
- (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and

A. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. Bidder acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of Bidder. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by Bidder _____

Waiver appropriate by CITY _____

B. Each insurance policy required above must be acceptable to the City Attorney.

- (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
- (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
- (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.
- (4) The General Liability policy must include coverage for bodily injury and property damage arising from Bidder's work, including its on-going operations and products-completed operations hazard.
- (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.

- C. In executing the Agreement, Bidder agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.

27. ROYALTIES, LICENSES AND PATENTS

Unless otherwise specified, the successful bidder shall pay all royalties, license and patent fees. The successful bidder warrants the materials to be supplied do not infringe any patent, trademark or copyright. The successful bidder agrees to defend any and all suits, actions and claims for infringement that are brought against the City and to indemnify and hold harmless the City from all loss or damages whether general, exemplary or punitive, as a result of any claims against the City pursuant to the terms of this contract.

28. CONFIDENTIAL INFORMATION

Any information deemed confidential or proprietary should be clearly identified by the bidder as such. It will be protected and treated with confidentiality only to the extent permitted by California State Law considering public information. Otherwise, the information shall be considered a public record. Any data to be returned should be so marked and will be returned if not essential to the bid or contract record.

29. BUSINESS LICENSE

The successful bidder shall be required to obtain a City business license prior to the award of this contract.

30. CITY PROVISIONS TO PREVAIL

Except as specified in the specifications, the City's Standard General Provisions shall govern any contract award. Any standard terms and conditions of bidder shall not be acceptable to the City unless expressly assented to by the City by separate document. The City reserves the right to reject a bid containing unacceptable conditions as non-responsive as a condition of evaluation or award of the bid.

31. ANTI-ASSIGNMENT CLAUSE

All payments made pursuant to this contract are not assignable and shall only be made payable to bidder.

32. E-VERIFY PARTICIPATION

Contractor/Consultant agrees to enroll in and begin use of the United States Department of Homeland Security's ("DHS") E-Verify program ("E-Verify") within thirty (30) days of the execution of this Agreement to confirm employment eligibility of all of Contractor's/Consultant's potential new hires. Contractor/Consultant agrees and understands that E-Verify enrollment requires Contractor/Consultant to sign a Memorandum of Understanding ("MOU") with DHS which provides the E-Verify terms of use. Any violation of the MOU by Contractor/Consultant is grounds for DHS' termination of Contractor's/Consultant's participation in the E-Verify program.

33. CERTIFIED DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)

The City encourages the participation of DVBE in City's procurement contracts. Proof of certification by the State Department of General Services, Procurement Division, OSDS is required. Please indicate if prospective bidder is a DVBE.

YES NO

34. PUBLIC AGENCY CLAUSE

It is intended that any other public agency (e.g., city, district, public authority, public agency, municipal utility and other political subdivision or public corporation of California) located in the State of California shall have the option to participate in any award made as a result of this solicitation. The City shall incur no financial responsibility in connection with purchases made by another public agency. The public agency shall accept sole responsibility for placing orders or payments to the successful bidder. This option shall not be considered in bid evaluation. Indicate below whether said option is or is not granted.

YES NO

**NONCOLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

State of California)
) ss.
County of San Diego)

_____, being first duly sworn, deposes and says that he or she is _____ (Title) of _____

(Name of Bidder) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(Signature Must be Acknowledged by a Notary)
Title _____
Of _____

(Signature Must be Acknowledged by a Notary)
Title _____
Of _____

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

MICHAEL R. MCGUINNESS, Interim City Attorney

By: _____

**CITY OF ESCONDIDO
 BID FORM**

Submitted herewith is our bid for the items specified below as per your notice. This bid responds to all specifications as contained in said notice. Exceptions to the specifications are noted on the attached pages.

1. I have read and understand the Notice to Buyers.
2. I have read and understand both the general and itemized specifications attached to the Notice to Bidders.

Bid is for "unit price" based on **estimated annual** usage quantity provided. The quantity listed below may fluctuate up or down during the contract year. The City is not obligated to order or accept more than the City's actual requirements during the contract year.

DEWATERING POLYMER.

Bid pricing should be rounded to the third decimal point ONLY.

<u>ESTIMATED QUANTITY</u>	<u>PRODUCT NAME</u>	<u>PRICE PER ACTIVE POUND</u>
88,000 active pounds	_____	\$_____

<u>PHASE II TRIAL DOSAGE</u>	<u>TOTAL COST PER DRY TON</u>
_____	\$_____

Each bidder will submit a bid per active pounds of polymer multiplied by their dose rate of an overall price per dry ton of biosolids dewatered. Lowest bid is determined by the lowest price per dry ton. All bids will be shown and calculated using the same math formulas on the "Dewatering Calculations" sheet provided (see following page) and submitted with bid response.

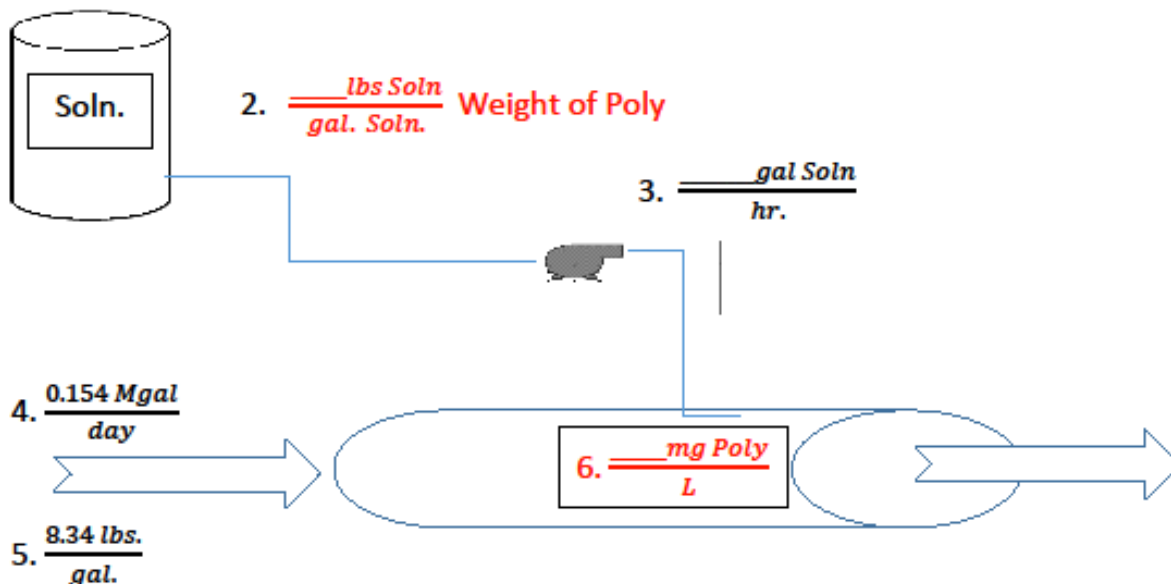
I, or we, confirm that I/we attended the Mandatory Pre-Bid Conference at the City of Escondido HARRF; that the process at this facility was explained; that the Dewatering Polymer specifications were explained and I/we acknowledge a complete understanding of all of the above.

I, or we, will furnish and deliver the items shown above at the price indicated within _____ days of receipt of order. A discount of _____ percent (___%) will be allowed if paid on or before the _____ of the month succeeding after delivery.

Company Name	Signature of Authorized Representative	Date
Phone Number	Print Name	Fax

DEWATERING CALCULATIONS

1. _____ - % Active Ingredient = Poly
1. a. 0.25 - % Water make down Soln. = W Soln



$$\left[\frac{\text{mg Poly}}{\text{L}} \right] = \frac{\text{Mmg}}{\text{L}} \times \frac{\text{___ lbs Poly (\% activity) *}}{100 \text{ lbs W Soln}} \times \frac{.25 \text{ lbs W Soln}}{100 \text{ lbs Soln}} \times \frac{\text{___ lbs Soln *}}{\text{gal Soln}} \times \frac{\text{gal Soln}}{\text{hr}} \times \frac{24 \text{ hr}}{\text{day}} \times \frac{\text{day}}{0.154 \text{ Mgal}} \times \frac{\text{gal}}{8.34 \text{ lbs}}$$

= _____

$$\left[\frac{\text{Dry Tons}}{\text{Day}} \right] = \frac{154080 \text{ gal sldg}}{\text{day}} \times \frac{8.34 \text{ lbs Sldg}}{\text{gal Sldg}} \times \frac{\text{lbs - (\% Feed Sldg)}}{100 \text{ lbs Sldg}} \times \frac{\text{Dry Ton}}{2000 \text{ lbs}}$$

= _____

$$\left[\frac{\$}{\text{Dry Ton}} \right] = \frac{0.154 \text{ Mgal}}{\text{day}} \times \frac{\text{L}}{\text{Mmg}} \times \frac{8.34 \text{ lbs}}{\text{gal}} \times \frac{\text{___ mg Poly *}}{\text{L}} \times \frac{\text{day}}{\text{___ Dry Ton}} \times \frac{\$ \text{ ___ *}}{\text{lb}}$$

=
\$ _____

* NOTE: All information in red will be provided by vendor.

DEWATERING POLYMER SPECIFICATIONS

1. Quality

Dewatering polymer is used by the **Wastewater Treatment Plant, Hale Avenue Resource Recovery Facility (HARRF)**, 18 MGD plant design. Part of the treatment is dewatering anaerobic digested biosolids. In order to minimize the dewatering cost, the Hale Avenue Resource Recovery Facility must find the best performing product for the least amount of funds. The Hale Avenue Resource Recovery Facility operates its centrifuges by feeding polymer at a rate and active concentration to achieve a cake dryness of 25% and centrate recovery rate of 95%. Bidders shall comply with the following:

- a. In order to participate in this bid, all bidders must select mannich or emulsion polymer for testing purposes at bidder's expense. Only bidders who directly manufacture their product, who have commercialized products used in wastewater treatment for a period of three (3) years or more, who manufacture a broad product line, and submit proof of their chemical will be permitted to test.
- b. If the bidder's product requires modification to the existing polymer system, the cost of designing and installing such modifications shall be included in the bid price.

2. Product Requirements

All polymer supplied shall be delivered in 5,000-gallon tanker truck. If requested by City personnel, polymer may be delivered in tote bins. Tote bins shall be removed the next delivery day. All deliveries shall be delivered within five (5) working days after the order is placed. Any spills or other damage caused during delivery shall be the responsibility of the bidder.

3. Approved Product

All products meeting the quality specifications shall be subjected to testing as approved by the Hale Avenue Resource Recovery Facility (HARRF) with all results to the satisfaction of the City.

4. Performance Testing

All bidders must call 760-839-6290 x7101 to schedule an allotted time for testing procedures. The product supplied must be delivered to the Hale Avenue Resource Recovery Facility Plant in 55 gallon drums or 250 gallon tote bins. Requirements for testing includes (1) one day to run the field test. All trials must use the same sludge feed rate of 107 actual GPM, centrifuge, polymer blending unit and polymer feed unit. The City's centrifuge equipment is Andritz 5L models and the polymer blending and feed units are DynaBlend models. Each perspective bidder must run (6) six data points for each product i.e. 7, 8, 9, 10, 11, 12 pounds per ton and may select their starting point. Data point changes will be in one pound per ton active dosage rate. Every 20-30 minutes, sample of the sludge cake, centrate, feed sludge, and polymer solution will be collected for each data point. City personnel will perform all dewatering equipment adjustment and changes.

Data point with lowest dose meeting minimum criteria will be bidder's dose. Bidder's dose will be used in price computation for cost per dry ton. The criteria for each bidder to have a successful test are as follows:

1. 25% cake dryness
2. 95% centrate recovery

5. Certificate of Analysis

Bidders must provide a Certificate of Analysis which includes the following:
Product code, lot number, date produced, US viscosity, bulk viscosity, total solids, Ph of neat polymer, Ph of 9.5% solution, and (%) percentage of active polymer. A sample of neat polymer will be tested by the HARRF to confirm accuracy of statement of (%) percent active polymer.

6. Emergency Telephone Number

Bidder must provide a 24-hour emergency telephone number.

7. Safety Data Sheets

Bidder shall provide an original Safety Data Sheet with each shipment.

8. On-Site Analysis

The carrier must supply, upon request by the City, sufficient quantity of an on-site representative sample of the delivered product before unloading. The City reserves the right, after testing, to refuse the unloading of any delivery.

9. Chemical Spills

The driver is responsible for containment and clean-up of spilled material. Clean-up must be conducted in conformance with City's safety procedures, EPA, regional and local regulations, ordinances, and manufacturers recommended clean-up procedures. Neutralizing agents, special equipment or chemicals required for clean-up must be furnished by bidder as well as any associated disposal costs.

10. Emergency Requirement

Bidder must provide to the City's personnel a copy of the Bidders Emergency Response Spills Procedures Manual which will include procedures for the delivery driver in the correct response to chemical spills. The Bidder must establish and maintain a contact with a local spill clean-up company. Cleanup must be conducted in conformance with City's safety procedures, EPA, regional and local regulations, ordinances, and product manufacturers recommended clean-up procedures. Bidder must assume all responsibility for any damage to public health, property and the environment as a result of spills of their product. The delivery driver, not City personnel, shall be responsible for notifying the bidder of any chemical spill and notifying the correct agencies to respond to the spill. The driver will be required to carry a spill containment kit on the delivery truck. This kit shall include materials to neutralize and contain a minor spill. Clean-up and disposal shall be performed by a qualified Hazardous Material clean-up company at the bidder's expense. Therefore, the procedure manual shall include contact names and telephone numbers of appropriate personnel to be notified at all hours including holidays and weekends. Bidder shall also provide training in this manual to their delivery drivers and City's personnel.

11. Invoices

Bidder shall mail invoices to the Hale Avenue Resource Recovery Facility, 1521 S Hale Ave., Escondido, CA 92029. Invoices shall **INCLUDE sales tax** as a separate line. Any questions regarding your invoices, please call 760-839-6290.

12. Chemical Delivery Policy

Deliveries must conform to the City of Escondido's Chemical Delivery Policy.

City of Escondido
Wastewater Treatment Plant
Hale Avenue Resource Recovery Facility (HARRF)
Chemical Security Delivery Policy

In our continuing efforts to maintain security at the Hale Avenue Resource Recovery Facility (HARRF), the City of Escondido will require the following of ALL chemical vendors.

Deliveries not following these procedures may be rejected at the HARRF.
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1. Prior to the delivery (8 to 24 hours in advance), the HARRF will be notified via phone (760-535-2151) and FAX (750-740-0948), of the name and driver's license number of the driver before the truck leaves the terminal. The vendor will also provide an estimated time of arrival for the delivery. This allows the HARRF staff to match up the driver with their photo I.D. when they arrive.
2. **PRIOR** to delivery, a product sample will be properly sealed in an appropriate container for transport and properly labeled. All tankers must be able to blow down the transfer hose at any time during the delivery process.
3. **All deliveries will only be accepted between 7:00 am and 2:00 pm, Monday through Friday**, unless authorized in advance by the HARRF Superintendent, Operations Supervisor, or their designee.
4. The manifests will be provided to the HARRF. Product sample must be properly sealed and labeled as well as accompanied by a certificate of analysis.
5. The operators will notify the Deputy Utilities Manager/Wastewater, Operations Supervisor or their designee, of any discrepancies before proceeding with the off-loading process. Discrepancies will result in the delay of chemicals being off-loaded until the discrepancies are resolved to the satisfaction of the designated party at the HARRF. **Ultimately, any unresolved discrepancies may result in the load being refused.**
6. The Police Department will be notified in the event of any suspicious discrepancies or activities.
7. **The HARRF phone number is 760-535-2151 or secondary number 760-839-6288. The HARRF Operator can be reached at this number. The Operations Supervisor cell # is 760-535-2141.**

City of Escondido
Wastewater Treatment Plant
Hale Avenue Resource Recovery Facility (HARRF)
Delivery Procedures

ARRIVAL SECURITY REVIEW STEPS:

1. Upon arrival at the HARRF, the delivery driver will check in at the administration building (or contact the HARRF operator by phone if after normal business hours).
2. The delivery driver and truck will wait at the administration building for a HARRF operator to arrive.
3. The HARRF operator will arrive at the administration building and verify the following in accordance with the HARRF Chemical Security Delivery Policy:
 - Delivery driver has a copy of the Material Safety Data Sheet (MSDS) and demonstrates an understanding of the safety hazards involved;
 - Delivery driver has brought appropriate personal protective equipment (PPE) to conduct the delivery in a safe manner (i.e. as specified in the MSDS);
 - Delivery truck is able to blow down the transfer hose at any time during the delivery; and
 - Driver has brought a product sample and certificate of analysis.
4. If the delivery does not pass the security review process, then the delivery will be rejected (i.e. not allowed on-site) until the noted discrepancies are resolved.
5. If the delivery passes the security review process, then the HARRF operator will take receipt of the required delivery confirmation items (e.g. bill of lading/manifest, product sample, and certificate of analysis) and escort the vendor to the chemical storage location.
6. The delivery driver will safely situate the tanker truck next to the fill line and the delivery proceeds as follows:

PRE-DELIVERY STEPS:

1. The delivery driver will set the brakes and chock the tires of the transport unit while the observing HARRF operator places barricades around the area.
2. The delivery driver wears appropriate PPE per the MSDS (e.g. rubber boots, eye protection, face shield, apron or chemical jacket/pants, and chemical gloves) when in the immediate delivery area during off-loading of chemical. The HARRF will not provide any PPE to the delivery driver.
3. The observing HARRF operator will ensure that a small spill kit is available near the delivery area(s).
4. The observing HARRF operator will show the delivery driver the locations of the fill connection, emergency alarm switches (if any), closest eyewash station / safety showers, and closest restroom.
5. The delivery driver will take a restroom break, if needed, before proceeding with the delivery.

All equipment used to transfer the chemical from the tanker truck to the bulk storage tank is provided by the delivery vendor and located on the tanker truck.

DELIVERY STEPS:

1. The observing HARRF operator will ensure that the plant valves are uncapped and delivery truck is properly aligned for delivery.
2. The observing HARRF operator will verify that the plant's storage tank has sufficient free space available to accept the delivery.
3. The observing HARRF operator will instruct the delivery driver to call by cell phone when he is completely finished with delivery.
4. The observing HARRF operator will instruct the delivery driver to notify the duty operator via cell phone and stop the transfer process in the event of an emergency.
5. The observing HARRF operator will observe the delivery driver hook up, verify transfer has started, and ensure there are no leaks from a safe distance.

In the event of a minor leak and at the duty operator's discretion, the delivery driver is to stop transfer process immediately, disconnect from the system and evaluate the problem. On the second try, if there is still a minor leak, then the transfer process is discontinued and the delivery driver/delivery truck must leave the facility.

In the event that the Delivery Driver comes in contact with a chemical, contact 9-1-1 immediately.

6. After verifying that there are no leaks, the observing HARRF operator will leave the area and continue with regular duties. The delivery driver will remain in constant contact via cell phone with the HARRF operator, as the delivery driver monitors the truck during the delivery. Note, under no circumstances shall the delivery driver leave the delivery truck unattended during the transfer process.
7. Prior to disconnecting the transfer hose, the delivery driver will notify the observing HARRF operator by cell phone and will wait for the observing HARRF operator to arrive before proceeding.
8. The delivery driver will disconnect and purge the transfer hose back into the tank.
9. The delivery driver will then place the transfer hose and safety equipment in the proper storage places on the transport unit.
10. The observing HARRF operator will retrieve the cell phone from the delivery driver and verify the plant valve was recapped and shut by the delivery driver.
11. The delivery driver will then have the proper customer official sign the delivery ticket for the product delivered.

POST DELIVERY STEPS:

1. Once the delivery truck has left, the observing HARRF operator will visually inspect the delivery area to ensure that no safety issues exist.
2. Before leaving the facility, the delivery driver must stop and check out at the administration building (or check out with the HARRF operator if after normal business hours).

“ATTACHMENT A”

PURCHASE ORDER TERMS AND CONDITIONS

1. **CONTRACT**
Upon delivery of the Items authorized by this purchase order, seller agrees to these terms and conditions. The City of Escondido shall not be bound by this order until the seller delivers any of the Items or renders any of the services ordered. No contract shall exist except as hereinabove provided. No agreement or understanding to modify this contract shall be binding upon the City of Escondido unless agreed to in writing by the City of Escondido's authorized representative. This contract shall be construed under the laws of the State of California. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.
2. **CHANGES**
The City of Escondido reserves the right at any time to make changes in the specifications, samples or other descriptions to which Items ordered are to conform. In such an event an equitable adjustment will be made in price and/or performance that is mutually satisfactory. Changes shall not be binding upon the City of Escondido unless evidenced by a purchase order change.
3. **SPECIFICATIONS AND INSPECTIONS**
All specifications, drawings and other data submitted herewith are hereby incorporated herein and made a part hereof. All Items shall be subject to inspection at all times and places including the period of manufacture. The City of Escondido reserves the right to reject which do not conform to specifications, drawings or other data. If rejected after delivery, Items will be returned to seller at seller's risk and expense. Payment for any item or service shall not be deemed acceptance thereof.
4. **EXTRAS**
No charges will be allowed for taxes, transportation, packaging, packing or returnable containers or pallets unless otherwise agreed. Any tax to be paid by the City of Escondido must be itemized hereon and on invoices. Shipment must be packaged so as to permit efficient handling and provide adequate protection. Damage resulting from improper packaging will be charged to the seller.
5. **DELIVERY**
If delivery of Items or rendering of services is not accomplished at the time or times indicated in this order or promised by seller, the City of Escondido reserves the right, without liability, and in addition to its other rights and remedies to terminate this order by notice effective immediately upon receipt by the seller or as otherwise stated hereon. The City of Escondido reserves the right without liability to purchase goods and services for those not delivered and to charge the seller with any loss incurred. No provision of this order for the delivery or rendering of goods and services in installments shall be construed as making the seller's obligations severable. Shipments sent C.O.D. without the City of Escondido's express written consent will not be accepted and will be at seller's risk. Notwithstanding the foregoing, neither party shall be liable for damages for any delay arising out of cause beyond its reasonable control and without its fault or negligence, including but not limited to, acts of God, acts of the other party, acts of civic or military authority, labor disputes fire, riots, war, embargoes, epidemics, floods, or other unusually severe weather, or shortages of power. Seller shall notify the City of Escondido forthwith upon learning of any event which may result in any delay.
6. **PROPERTY**
Unless otherwise agreed in writing, all special tools, dies, templates, patterns and so forth and all drawings, designs, specifications and other property furnished to the seller or made and paid for by the City of Escondido as a part of this order, shall become the property of the City of Escondido and shall be subject to repossession and/or removal by the City of Escondido. When so instructed, the seller shall deliver such property to the City of Escondido in good condition, ordinary, wear and tear expected.
7. **LIABILITY**
In no event shall either party's liability for any breach or alleged breach of this order by either party exceed the total extended price or prices shown herein nor shall either party be liable for any special or consequential damages resulting from any such breach.
8. **COMPLIANCE WITH LAWS**
The seller certifies and represents that in the performance of this order it will comply with the provisions of all applicable federal, state, and local laws, regulations, rules and order. Seller agrees to submit reports, certifications and other documents as required.
9. **RESERVATION OF RIGHTS**
No failure by either party to insist upon strict compliance by the other party with any of the terms, provisions or conditions of this order in any instance shall be construed as a waiver or relinquishment by either party of the other party's right to insist upon strict compliance therewith in.
10. **TERMINATION**
The City of Escondido may terminate this order in whole or in part at any time upon the City's written notification to the seller (a) for any reason at the convenience of the City of Escondido, (b) for any default by the seller involving the seller's failure to deliver the Items or render the services specified by this order within the time designated herein, (c) in the event the seller becomes the subject of any proceeding under state or federal law for the relief of debtors or otherwise become insolvent or bankrupt or makes assignment for the benefit of creditors. In the event of termination by the City of Escondido due to the seller's default pursuant to (b) above, or any reason described in (c) above, the City of Escondido shall have no liability to the seller as a result of such termination.
11. **WARRANTY**
By accepting this order seller hereby warrants that the Items and services to be furnished hereunder will be in full conformity with the City's specifications, drawings and data, or seller's samples, and that Items furnished hereunder will be fit for use intended by the City. Seller agrees that this warranty shall survive acceptance of the Items. Said warranties shall be in addition to any warranties of additional scope given to the City by seller.
12. **PATENTS**
Seller undertakes and agrees to defend at seller's own expense, all suits, action, or proceedings in which the City of Escondido or the users of any of the City's products are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the Items purchased hereunder (except infringement, necessarily resulting from adherence to specifications or drawings, other than those of seller's design or selection, originally submitted to seller by the City) and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceedings against such defendants therein.
13. **HOLD HARMLESS**
Seller agrees to indemnify, defend and save harmless the City of Escondido, its officers, agents, and employees from any and all loss, damage, liability, cost or expense, however, same may be caused, that may arise during or be caused in any way by the performance of seller.
14. **ANTI-ASSIGNMENT CLAUSE**
All payments made pursuant to this contract are not assignable and shall only be made payable to seller.